



Health Services
LOS ANGELES COUNTY

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through leadership,
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December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GROUND LEASE NO. 4 WITH LOS ANGELES BIOMEDICAL RESEARCH
INSTITUTE AT HARBOR-UCLA MEDICAL CENTER FOR
CONSTRUCTION OF A MEDICAL RESEARCH BUILDING
(2nd District) (3 Votes)**

**JOINT RECOMMENDATIONS WITH THE CHIEF ADMINISTRATIVE OFFICER
THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached Ground Lease No. 4 with the Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center (LA BioMed) for the sum of \$1.00 as consideration for the lease.
2. Authorize construction of a 14,372 square foot medical research building on the Harbor-UCLA Medical Center grounds pursuant to the ground lease.
3. Consider the attached Negative Declaration, together with the fact that no comments were received during the review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County, approve the Negative Declaration and find that the project will have no adverse effect on wildlife resources and authorize the Chief Administrative Office to complete and file a Certificate of Fee Exemption for the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the ground lease authorizes LA BioMed to construct a 14,372 square foot medical research building on the grounds of Harbor-UCLA Medical Center (Harbor-UCLA). The initial lease term is 20 years, commencing upon completion and occupancy of the building, and the lease can be extended for an additional 10-year term upon mutual agreement of LA BioMed and the County.

On August 26, 1986, the Board approved a development master plan and disposition strategy for Harbor-UCLA, which calls for construction of up to nine new buildings in an area designated as a research park. The area for the proposed lease is within the designated area.

The building will support and facilitate research activities in the area of molecular research by 10 investigators in five different medical departments and four new investigators.

In the event that Medical Research Agreement No. H-201979 between LA BioMed and the County is not renewed for any reason upon termination on June 30, 2010, LA BioMed shall have the option of remaining in the facility for the remainder of the ground lease term, provided that LA BioMed pays a monthly rent at fair market value. Upon termination of the ground lease, ownership of the building will vest in the County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that the County increase public/private partnerships (Goal 4). The leasing of County property to a non-profit organization which provides services for the benefit of the public is consistent with that Goal.

Consistency with DHS System Redesign

These actions meet DHS' strategic goals by supporting education and research to improve the health of the residents of Los Angeles County.

FISCAL IMPACT/FINANCING:

In consideration of the ground lease, LA BioMed will pay \$1.00 to the County. The total construction costs for the building and related site improvements are estimated at \$5.158 million, which will be funded entirely by LA BioMed.

LA BioMed will be solely responsible for all maintenance and operating costs associated with the building and leased area throughout the term of the agreement. LA BioMed will reimburse the County for the cost of any space support services, such as utilities supplied by Harbor-UCLA. Utilities are defined as gas, water, telephone, data and electrical service. Payment for the cost of utilities may be made by cash or in-kind contributions as allowed under the Medical Research and Education Agreement No. H-201979.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

LA BioMed is a California non-profit 501(c)(3) corporation which administers more than 1,100 research projects with a yearly budget of \$75 million. Since February 18, 1969, the Board has contracted with LA BioMed (formerly known as Harbor-UCLA Research and Education Institute [REI]) for the administration of research and education projects at Harbor-UCLA. The contracts authorize LA BioMed to use Harbor-UCLA space and under three other existing ground leases, to construct medical research facilities on the hospital grounds. Harbor-UCLA's relationship with LA BioMed has allowed the County to recruit and retain highly qualified physicians and has enhanced the level of medical care to County patients at Harbor-UCLA.

The proposed Ground Lease No. 4 was reviewed by the Board appointed Real Estate Management Commission on November 15, 2006, and it was the Commission's recommendation to approve the lease. The proposed Ground Lease No. 4 was developed by the Chief Administrative Office, Real Estate Division and approved as to form by County Counsel.

Attachment A (Summary of Agreement) provides additional information.

ENVIRONMENTAL DOCUMENTATION:

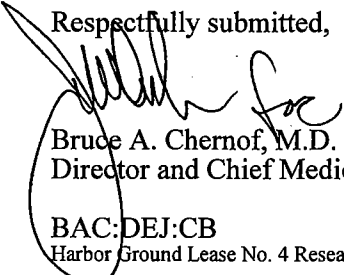
The Department of Health Services has made an initial study of environmental factors and has concluded this project will have no significant impact on the environment and no adverse effect on wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act (CEQA) and the CEQA Guidelines Section 15072. Copies of the completed Initial Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration, as posted are attached. No comments to the Negative Declaration were received. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Registrar-Recorder County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of Ground Lease No. 4 will authorize LA BioMed to construct a new medical research/research support facility at Harbor-UCLA. Upon expiration of Ground Lease No. 4, the County will acquire ownership of the building.

It is requested that the Executive Officer, Board of Supervisors, return one conformed copy of the Board's action to the Department of Health Services, and two originals of the executed lease agreement and the adopted, stamped Board letter and two certified copies of the Minute Order to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:DEJ:CB
Harbor Ground Lease No. 4 Research Bldg.rf.wpd



David E. Janssen
Chief Administrative Officer

Attachments (2)

c: County Counsel
Chief Administrative Officer
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

A ground lease with Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center (LA BioMed).

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

Kenneth Trevett, President and Chief Executive Officer
Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center (LA BioMed)
1124 W. Carson St., Building N-24, Room 21
Torrance, CA 90502
Telephone: (310) 222-3601
Facsimile: (310) 222-3603
E-Mail: ktrevett@labiomed.org

3. TERM OF AGREEMENT:

The initial term is 20 years, commencing upon completion and occupancy of the building and can be extended for an additional 10 year term upon mutual agreement of the parties.

4. FINANCIAL INFORMATION:

In consideration of the ground lease, LA BioMed will pay \$1.00 to the County. The total building construction cost and site improvements are estimated at \$5.158 million and will be entirely funded by LA BioMed.

5. GEOGRAPHIC AREAS TO BE SERVED:

Second District.

6. ACCOUNTABILITY OF MONITORING:

Mary Werk, Director
Hospital Planning and Architecture
Harbor-UCLA Medical Center

7. APPROVALS:

Harbor-UCLA Medical Center:	Tecla A. Mickoseff, Chief Executive Officer
Chief Deputy Director:	John R. Cochran III
Contract and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Amy M. Caves

ORIGINAL FILED

PROPOSED NEGATIVE DECLARATION

OCT 16 2006

LOS ANGELES, COUNTY CLERK

PROJECT REFERENCE:

Los Angeles Biomedical Research Institute (LA BIOMED Center L-1)
Northwest Corner, 220th Street and Meyler Street, Unincorporated Area of LA County

1. DESCRIPTION:

The project consists of the construction of the new Hanley-Hardison Medical Research Laboratory building within the existing Harbor-UCLA Medical Center Campus. The main campus address is 1000 West Carson Street in the Unincorporated area of Los Angeles County. The Harbor-UCLA Medical Center is owned by the County of Los Angeles and operated under the jurisdiction of the Los Angeles County Department of Health Services.

The project site is located in the Second Supervisory District, approximately 15 miles south of the Los Angeles Civic Center and two blocks west of the Harbor Freeway. The project will consist of one, two-story, medical research laboratory building of approximately 14,372 S.F. floor area to be constructed on an approximately 12,420 S.F./0.28 acre parcel. Parking for the project will be provided in existing underutilized parking stalls through-out the campus and a lot owned by Los Angeles Biomedical Institute located south of the site, across 220th Street. The average daily occupancy is estimated to be 35 to 50 employees.

Permits and approvals required for this project include Los Angeles County Site Plan Review, Building and Grading/Drainage permits/approvals, and Los Angeles County Industrial Waste approval.

2. LOCATION:

The site is located at the northwest corner, 220th and Meyler St., Unincorporated Area of Los Angeles County, State of California. Any specific address for the proposed building will be assigned by the County at time of issuance of the building permit.

3. PROPONENT:

The site is owned by the County of Los Angeles, a political subdivision of the State of California and a Municipal Corporation (fee owner). The Los Angeles Biomedical Research Institute is the proposed land lease holder and will develop the site as described herein.

4. FINDINGS OF NO SIGNIFICANT EFFECT:

Based on the Initial Study, it has been determined that the project will not have a significant effect on the environment.

5. LOCATION AND CUSTODIAN OF RECORD OF PROCEEDINGS:

The location and custodian of the record of proceedings on which adoption of this negative declaration is based is:

County of LA Harbor-UCLA Medical Center

Attn: Mary Werk

1000 W. Carson Street, Box 500

Torrance CA, 90509

Tel. 310-222-2298

Prepared By: DCA Civil Engineering Group for County of LA Harbor-UCLA
Medical Center

DCA Civil Engineering Group

17625 Crenshaw Blvd., Ste 300

Torrance, CA 90504

Tel. 310-327-0018

INITIAL STUDY

PROJECT REFERENCE:

Los Angeles Biomedical Research Institute (LA BIOMED Center L-1)
Northwest Corner, 220th Street and Meyler Street, Unincorporated Area of LA County

GENERAL INFORMATION

Contact: County of LA Harbor-UCLA Medical Center
Attn: Mary Werk
1000 W. Carson Street, Box 500
Torrance CA, 90509
Tel. 310-222-2298

Thomas Page 764 A6 **USGS Quad:** Torrance
Guide:

Location: Northwest corner of 220th Street and Meyler Street, Unincorporated Area of Los Angeles County.

Description of Project:

The project consists of the construction of the new Hanley-Hardison Medical Research Laboratory building within the existing Harbor-UCLA Medical Center Campus. The main campus address is 1000 West Carson Street in an Unincorporated area of Los Angeles County. The Harbor-UCLA Medical Center is owned by the County of Los Angeles and operated under the jurisdiction of the Los Angeles County Department of Health Services. The project site is located in the Second Supervisory District, approximately 15 miles south of the Los Angeles Civic Center and two blocks west of the Harbor Freeway. The project will consist of one, two-story medical research laboratory building of approximately 14,372 S.F. floor area to be constructed on an approximately 12,420 S.F./0.28 acre parcel. The project will not involve subterranean floor levels. Parking for the project will be provided in existing underutilized parking stalls through-out the campus and a lot owned by Los Angeles Biomedical Institute located south of the site, across 220th Street. The average daily occupancy is estimated to be 35 to 50 employees with business hours typically between 8:00 A.M. and 5:00 P.M.

Permits and approvals required for this project include Los Angeles County Site Plan Review, Building and Grading/Drainage permits/approvals, and Los Angeles County Industrial Waste approval.

Hazardous substances such as oil and chemicals will be used and stored within the proposed building. Oil (e.g. vacuum pump oil) will be needed for selective equipment handled in the building. Multiple hazardous chemicals falling under the various hazardous categories (e.g. corrosives, oxidizers, flammables and poisons) will be needed to conduct medical research within the proposed building. Material Safety Data Sheets

(MSDS) will be available for any hazardous chemical used within the building. Small amounts of labeled compounds containing radioactive materials will be used in controlled areas within the building by authorized users where they will be stored during the course of the experimental investigation and for some time thereafter. Radioactive materials will not be produced at this location. All receipt, use, transfer, storage and disposal will be in accordance with Federal, State and Local rules, regulations and laws, overseen by internal Safety Office staff and in accordance with existing protocols in effect at the Harbor-UCLA Medical Center campus.

Waste materials will include hazardous chemical waste, biohazardous and medical waste, and, radioactive and pharmaceutical waste. Wastes will be destroyed or rendered harmless by steam sterilization and/or incineration for the biohazardous and medical waste, incineration for the pharmaceutical waste and neutralization, recycling, or incineration for the hazardous chemical waste. Radioactive waste will be stored temporarily at this location before removal by internal Radiation Safety Office staff and will be disposed of in accordance with the terms and conditions of the existing Harbor-UCLA Medical Center's Broad Scope, Type A, Radioactive Material License.

It is because of the existing protocols regarding hazardous material receipt, use, transfer, storage and disposal that it has been determined that use of such materials within the proposed building will have less than significant impact.

Gross Acres: 12,420 S.F./0.28 Acres

Environmental Setting:

Environmental Setting – Project Site

The Harbor-UCLA Medical Center campus consists of approximately 900,000 S.F. of developed floor area, consisting of over 40 multi-and single story buildings, spread out over 72 acres of land on the block between Vermont Avenue and Normandie Avenue on east and west, respectively, and between Carson Street and 220th Street on the north and south, respectively. The entire campus is flat (approximately 2 percent slope).

The proposed project will be a in-fill development, within the campus, at the northwesterly corner of the intersection of 220th Street and Meyler Street on an approximate 12,420 S.F./0.28 acre parcel. This parcel is vacant (no structures) and consists of pavement, landscaping (grasses and seven trees), and hard packed dirt. Tree species consist of Jacaranda, Taiwan Flowering Cherry, Chinese and Pine Trees, all of which are common introduced landscaping species and none of which are protected. Trees diameters vary from approximately 1 to 3.4 feet. All existing onsite trees will be removed in order to allow project construction. Meyler Street abutting the site, and north of 220th Street, is a vacated public street and is now a private driveway servicing the Harbor-UCLA Medical Center campus. 220th Street is a County maintained public street.

Environmental Setting -Surrounding Area

The area around the site and the Harbor-UCLA Medical Center campus is a flat, previously developed urban area. Immediately west, east and north of the site is the existing medical center campus. South of the site, across 220th Street, is an existing underutilized open surface parking lot that will be used to provide parking for the proposed project. Also south of 220th Street, in the area of the site, are one story residential (single family) homes as well as some multi-story commercial office buildings. Vegetation and animal species in this area consist of those commonly found in the urban environment with no known protected species. There are no scenic views or vistas, or known cultural historical facilities or resources in this area.

Zoning: C-3 Unlimited Commercial

General Plan: P (Public and Semi-Public Facility)

Community/Area wide Plan: N/A

Major Projects in Area: Site is located within the Harbor-UCLA Medical Center Campus

PROJECT NUMBER

DESCRIPTION & STATUS

N/A

REVIEWING AGENCIES

Responsible Agencies

- ☒ None
- ☐ Regional Water Quality Control Board
- ☐ Los Angeles Region
- ☐ Lahontan Region
- ☐ Coastal Commission
- ☐ Army Corps of Engineers

Special Reviewing Agencies

- ☒ None
- ☐ Santa Monica Mountains Conservancy
- ☐ National Parks
- ☐ National Forest
- ☐ Edwards Air Force Base
- ☐ Resource Conservation District of Santa Monica Mtns.

Regional Significance

- ☒ None
- ☐ SCAG Criteria
- ☐ Air Quality
- ☐ Water Resources
- ☐ Santa Monica Mtns. Area
- ☐

Trustee Agencies

- ☒ None
- ☐ State Fish and Game
- ☐ State Parks
- ☐

- ☐ City of Los Angeles
- ☐
- ☐
- ☐
- ☐

County Reviewing Agencies

- ☐ Subdivision Committee
- ☐ DPW:
- ☒ Health Services:
- ☐ 4th Supervisorial District

IMPACT ANALYSIS MATRIX		ANALYSIS SUMMARY (See Individual Pages for Details)			
			Less than Significant Impact/No Impact		
			Less than Significant Impact with Project Mitigation		
			Potentially Significant Impact		
CATEGORY	FACTOR	Pg			Potential Concern
HAZARDS	1. Geotechnical	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Enter info.
	2. Flood	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	3. Fire	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	4. Noise	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
RESOURCES	1. Water Quality	9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	2. Air Quality	10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	3. Biota	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	4. Cultural Resources	12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	5. Mineral Resources	13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	6. Agriculture Resources	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	7. Visual Qualities	15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SERVICES	1. Traffic/Access	16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	2. Sewage Disposal	17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	3. Education	18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	4. Fire/Sheriff	19	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	5. Utilities	20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
OTHER	1. General	21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	2. Environmental Safety	22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

3. Land Use	23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Pop/Hous./Emp./Rec.	24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Mandatory Findings	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DEVELOPMENT MONITORING SYSTEM (DMS)

As required by the Los Angeles County General Plan, DMS* shall be employed in the Initial Study phase of the environmental review procedure as prescribed by state law.

1. Development Policy Map Designation: Area has no effect

2. ☐ Yes ☒ No Is the project located in the Antelope Valley, East San Gabriel Valley, Malibu/Santa Monica Mountains or Santa Clarita Valley planning area?
3. ☐ Yes ☒ No Is the project at urban density and located within, or proposes a plan amendment to, an urban expansion designation?

If both of the above questions are answered "yes", the project is subject to a County DMS analysis.

- ☐ Check if DMS printout generated (attached)
Date of Printout: _____

- ☐ Check if DMS overview worksheet completed (attached)
EIRs and/or staff reports shall utilize the most current DMS information available.

Environmental Finding:

FINAL DETERMINATION: On the basis of this Initial Study, DCA Civil Engineering Group finds that this project qualifies for the following environmental document:

- ☒ **NEGATIVE DECLARATION**, inasmuch as the proposed project will not have a significant effect on the environment.

An Initial Study was prepared on this project in compliance with State CEQA Guidelines and the environmental reporting procedures of the County of Los Angeles. It was determined that this project will not exceed the established threshold criteria for any environmental/service factor and, as a result, will not have a significant effect on the physical environment.

- ☐ **MITIGATED NEGATIVE DECLARATION**, in as much as the changes required for the project will reduce impacts to insignificant levels (see attached discussion and/or conditions).

An Initial Study was prepared on this project in compliance with the State CEQA Guidelines and the environmental reporting procedures of the County of Los Angeles. It was originally determined that the proposed project may exceed established threshold criteria. The applicant has agreed to modification of the project so that it can now be determined that the project will not have a significant effect on the physical environment. The modification to mitigate this impact(s) is identified on the Project Changes/Conditions Form included as part of this Initial Study.

- ☐ **ENVIRONMENTAL IMPACT REPORT***, inasmuch as there is substantial evidence that the project may have a significant impact due to factors listed above as "significant".

- ☐ At least one factor has been adequately analyzed in an earlier document pursuant to legal standards, and has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets (see attached Form DRP/IA101). The EIR is required to analyze only the factors not previously addressed.

- ☒ This proposed project is exempt from Fish and Game CEQA Filing Fees. There is no substantial evidence that the proposed project have potential for an adverse effect on wildlife or the habitat upon which the wildlife depends. (Fish & Game Code 753.5).

- ☐ Determination appealed – see attached sheet.

*NOTE: Findings for Environmental Impact Reports will be prepared as a separate document following the public hearing on the project.

HAZARDS - 1. Geotechnical

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project located in an active or potentially active fault zone, Seismic Hazards Zone, or Alquist-Priolo Earthquake Fault Zone?
- b. ☐ ☒ ☐ Is the project site located in an area containing a major landslide(s)?
- c. ☐ ☒ ☐ Is the project site located in an area having high slope instability?
- d. ☐ ☒ ☐ Is the project site subject to high subsidence, high groundwater level, liquefaction, or hydrocompaction?
Not located in any such designated area. County approval of Geotechnical Reports will be required if determined appropriate by LA County Public Works
- e. ☐ ☒ ☐ Is the proposed project considered a sensitive use (school, hospital, public assembly site) located in close proximity to a significant geotechnical hazard?
Site is not in close proximity to such hazardous areas
- f. ☐ ☒ ☐ Will the project entail substantial grading and/or alteration of topography including slopes of over 25%?
Site is flat (2% slope) and project will not require subterranean garage or floor levels. Therefore, only minimal grading is required. County approval of Geotechnical Reports will be required if determined appropriate by LA County Public Works
- g. ☐ ☒ ☐ Would the project be located on expansive soil, as defined in Table 18-1B of Uniform Building Code 1994), creating substantial risks to life or property?
No, see F
- h. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Building Ordinance No. 2225 - Sections 308B, 309, 310, and 311 and Chapters 29 and 70

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design ☐ Approval of Geotechnical Report by DPW

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by, geotechnical factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

HAZARDS - 2. Flood

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the major drainage course, as identified on USGS quad sheets by a dashed line, located on the project site?
- b. ☐ ☒ ☐ Is the project site located within or does it contain a floodway, floodplain, or designated flood hazard zone?
Not located in any such designated area.
- c. ☐ ☒ ☐ Is the project site located in or subject to high mudflow conditions?
See b
- d. ☐ ☒ ☐ Could the project contribute or be subject to high erosion and debris deposition from run-off?
Drainage subject to State/County NPDES/SUSMP requirements
- e. ☐ ☒ ☐ Would the project substantially alter the existing drainage pattern of the site or area?
- f. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Building Ordinance No. 2225 - Sections 308A ☐ Ordinance No. 12, 114 (Floodways)

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by, flood (hydrological) factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

HAZARDS - 3. Fire

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project located in a Very High Fire Hazard Severity Zone (Fire Zone 4)?
- b. ☐ ☒ ☐ Is the project site in a high fire hazard area and served by inadequate access due to lengths, width, surface materials, turnarounds or grade?
- c. ☐ ☒ ☐ Does the project have more than 75 dwelling units on a single access in a high fire hazard area?
- d. ☐ ☒ ☐ Is the project site located in an area having inadequate water and pressure to meet fire flow standards?
- e. ☐ ☒ ☐ Is the project located in close proximity to potential dangerous fire hazard conditions/uses (such as refineries, flammables, explosives manufacturing)?
Any hazardous materials will be enclosed within the proposed building and All receipt, use, transfer, storage and disposal of such materials will be per Federal, State and County requirements. See also "Other Factors: Environmental Safety"
- f. ☐ ☒ ☐ Does the proposed use constitute a potentially dangerous fire hazard?
See e
- g. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

- ☒ Water Ordinance No. 7834 ☒ Fire Ordinance No. 2947 ☒ Fire Regulation No. 8
☐ Fuel Modification/Landscape Plan

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

- ☐ Project Design ☐ Compatible Use

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by, fire hazard factors?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

HAZARDS - 4. Noise

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project located near a high noise source (airports, railroads, freeways, industry)?
- b. ☐ ☒ ☐ Is the proposed use considered sensitive (school, hospital, senior citizen facility) or are there other sensitive uses in close proximity?
Project is located within, and will become part of, the Harbor- UCLA Medical Center campus.
- c. ☐ ☒ ☐ Could the project substantially increase ambient noise levels including those associated with special equipment (such as amplified sound systems) or parking areas associated with the project?
Project activities will be within the proposed medical building. Project parking will add only incrementally and insignificantly to existing conditions.
- d. ☐ ☒ ☐ Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project?
See C
- e. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Noise Ordinance No. 11, 778 ☒ Building Ordinance No. 2225—Chapter 35

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Design ☐ Project Design ☐ Compatible Use

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by noise?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 1. Water Quality

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site located in an area having known water quality problems and proposing the use of individual water wells?
- b. ☐ ☒ ☐ Will the proposed project require the use of a private sewage disposal system?
- c. ☐ ☐ ☐ If the answer is yes, is the project site located in an area having known septic tank limitations due to high groundwater or other geotechnical limitations or is the project proposing on-site systems located in close proximity to a drainage course?
- d. ☐ ☒ ☐ Could the project's post-development activities potentially degrade the quality of storm water runoff and/or could post-development non-storm water discharges contribute potential pollutants to the storm water conveyance system and/or receiving bodies?
Project is subject to State/County SUSMP requirements
- e. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

- ☒ Industrial Waste Permit ☒ Health Code - Ordinance NO. 7583, Chapter 5
☒ Plumbing Code - Ordinance NO. 2269 ☒ NPDES Permit Compliance (DPW)

- ☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS
☐ Lot Size ☐ Project Design ☐ Compatible Use

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by water quality problems?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 2. Air Quality

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Will the proposed project exceed the State's criteria for regional significance (generally (a) 500 dwelling units for residential users or (b) 40 gross acres, 650,000 square feet of floor area or 1,000 employees for non-residential uses)?
- b. ☐ ☒ ☐ Is the proposal considered a sensitive use (schools, hospitals, parks) and located near a freeway or heavy industrial use?
Project activities will occur within an enclosed building.
- c. ☐ ☒ ☐ Will the project increase local emissions to a significant extent due to increased traffic congestion or use of a parking structure or exceed AQMD thresholds of potential significance per Screening Tables of the CEQA Air Quality Handbook?
Project parking will add only incrementally and insignificantly to existing conditions.
- d. ☐ ☒ ☐ Will the project generate or is the site in close proximity to sources that create obnoxious odors, dust, and/or hazardous emissions?
Any hazardous materials will be enclosed within the proposed building and all receipt, use, transfer, storage and disposal of such materials will be per Federal, State and County requirements.
- e. ☐ ☒ ☐ Would the project conflict with or obstruct implementation of the applicable air quality plan?
- f. ☐ ☒ ☐ Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- g. ☐ ☒ ☐ Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standard (including releasing emission which exceed quantitative thresholds for ozone precursors)?
- e. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Health and Safety Code -- Section 40506

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Project Design

☐ Air Quality Report

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by air quality?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 3. Biota

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site located within Significant Ecological Area (SEA), SEA Buffer, or coastal Sensitive Environmental Resource (ESHA, etc.), or is the site relatively undisturbed and natural?
- b. ☐ ☒ ☐ Will grading, fire clearance, or flood related improvements remove substantial natural habitat areas?
- c. ☐ ☒ ☐ Is a major drainage course, as identified on USGS quad sheets by a blue dashed line, located on the project site?
- d. ☐ ☒ ☐ Does the project site contain a major riparian or other sensitive habitat (e.g. coastal sage scrub, oak woodland, sycamore riparian, woodland, wetland, etc.)?
- e. ☐ ☒ ☐ Does the project site contain oak or other unique native trees (federal or state listed endangered, etc.)?
No protected trees onsite, only common landscaping species (Jacaranda, Cherry, Pine), all to be removed.
- f. ☐ ☒ ☐ Is the project site habitat for any known specific species (federal or state listed endangered, etc.)?
No such known species
- g. ☐ ☒ ☐ Other factors (e.g., wildlife corridor, adjacent open space linkage)?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design ☐ ERB/SEATAC Review ☐ Oak Tree Review

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, biotic resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 4. Archaeological/Historical Paleontological

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site in or near an area containing known archaeological resources or containing features (drainage course, spring, knoll, rock outcroppings, or oak trees) that indicate potential archaeological sensitivity?
No such known site, resource or feature
- b. ☐ ☒ ☐ Does the project site contain rock formations indicating potential paleontological resources?
See a
- c. ☐ ☒ ☐ Does the project site contain known historic structures or sites?
See a
- d. ☐ ☒ ☐ Would the project cause a substantial adverse change in the significance of a historical or archaeological resource as defined in 15064.5?
- e. ☐ ☒ ☐ Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
See a
- f. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS
☐ Lot Size ☐ Project Design ☐ Phase I Archaeology Report

Project is an infill into an urban area. No such known resources in the area.

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, archaeological, historical or paleontological resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 5. Mineral Resources

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b. ☐ ☒ ☐ Would the project result in the loss of availability of a locally important mineral resource discovery site delineated on a local general plan, specific plan or other land use plan?
- c. ☐ ☐ ☐ Other factor?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, mineral resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 6. Agriculture Resources

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency of non-agricultural use?
- b. ☐ ☒ ☐ Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?
- c. ☐ ☒ ☐ Would the project involve other changes in the existing environment that due to their location or nature, could result in conversion of Farmland, to non-agricultural use?
- d. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, agricultural resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

RESOURCES - 7. Visual Qualities

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site substantially visible from or will it obstruct views along a scenic highway (as shown on Scenic Highway Element), or is it located within a scenic corridor or will it otherwise impact the viewshed?
No such scenic views, vistas or corridor
- b. ☐ ☒ ☐ Is the project substantially visible from or will it obstruct views from a regional riding or hiking trail?
- c. ☐ ☒ ☐ Is the project site located in an undeveloped or undisturbed area that contains unique aesthetic features?
- d. ☐ ☒ ☐ Is the proposed use out-of-character in comparison to adjacent uses because of height, bulk, or other features?
In-fill development. Project is located within, and will become part of, the Harbor-UCLA Medical Center campus.
- e. ☐ ☒ ☐ Is the project likely to create substantial sun shadow, light or glare problems?
See d
- f. ☐ ☒ ☐ Other factors? (e.g. grading or landform alterations)?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS
☐ Lot Size ☐ Project Design ☐ Visual Report ☐ Compatible Use

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, scenic qualities?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

SERVICES - 1. Traffic/Access

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Does the project contain 25 dwelling units, or more and is it located in an area with known congestion problems (roadway or intersections)?
- b. ☐ ☒ ☐ Will the project result in any hazardous traffic conditions?
- c. ☐ ☒ ☐ Will the project result in parking problems with a subsequent impact on traffic conditions?
Project parking will add only incrementally and insignificantly to existing conditions.
- d. ☐ ☒ ☐ Will inadequate access during an emergency (other than fire hazards) result in problems for emergency vehicles or residents/employees in the area?
Project located within the Harbor- UCLA Medical Center campus with access from fully improved public roadways that border all four sides of the campus.
- e. ☐ ☒ ☐ Will the congestion management program (CMP) Transportation Impact Analysis thresholds of 50 peak hour vehicles added by project traffic to a CMP highway system intersection or 150 peak hour trips added by project traffic to a mainline freeway link be exceeded?
- f. ☐ ☒ ☐ Would the project conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus, turnouts, bicycle racks)?
- g. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS
☐ Project Design ☐ Traffic Report ☐ Consultation with Traffic & Lighting Division

CONCLUSION

Considering the above information, could the project leave a significant impact (individually or cumulatively) on traffic/access factors?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

SERVICES - 2. Sewage Disposal

SETTINGS/IMPACTS

Yes No Maybe

a. ☐ ☒ ☐ If served by a community sewage system, could the project create capacity problems at the treatment plant?

b. ☐ ☒ ☐ Could the project create capacity problems in the sewer lines serving the project site?

c. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Sanitary Sewers and Industrial Water - Ordinance No. 6130
☒ Plumbing Code - Ordinance No. 2269

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to sewage disposal facilities?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

SERVICES - 3. Education

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project create capacity problems at the district level?
- b. ☐ ☒ ☐ Could the project create capacity problems at individual schools that will serve the project site?
- c. ☐ ☒ ☐ Could the project create student transportation problems?
- d. ☐ ☒ ☐ Could the project create substantial library impacts due to increased population and demand?
- e. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Site Dedication ☐ Government Code Section 65995 ☐ Library Facilities Mitigation Fee

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to educational facilities/services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

SERVICES - 4. Fire/Sheriff Services

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project create staffing or response time problems at the fire station or sheriff's substation serving the project site?
Scale and scope of project only adds minimally and insignificantly to exiting conditions. Project Nearest Fire Station is approximately 2 miles from the site at the southwest corner of Carson Street and Crenshaw Boulevard. Nearest Sheriff's Station is approximately 4.5 miles from the site at 26123 Narbonne Avenue.
- b. ☐ ☒ ☐ Are there any specific fire or law enforcement problems associated with the project or the general area?
- c. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Fire Mitigation Fee

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to fire/sheriff services?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

SERVICES - 5. Utilities/Other Services

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site in an area known to have an inadequate public water supply to meet domestic water needs or to have inadequate ground water supply and proposes water wells?
- b. ☐ ☒ ☐ Is the project site in an area known to have an inadequate water supply and/or pressure to meet fire fighting needs?
- c. ☐ ☒ ☐ Could the project create problems with providing utility services, such as electricity, gas, or propane?
- d. ☐ ☒ ☐ Are there any other known service problem areas (e.g., solid waste)?
- e. ☐ ☒ ☐ Would the project result in substantial adverse physical impacts associated with the provision of new physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services or facilities (e.g., fire protection, police protection, schools, parks, roads)?
- f. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ Plumbing code - Ordinance No. 2269 ☒ Water Code - Ordinance No. 7834

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to utilities services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

OTHER FACTORS - 1. General

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Will the project result in an inefficient use of energy resources?
- b. ☐ ☒ ☐ Will the project result in a major change in the patterns, scale, or character of the general area or community?
- c. ☐ ☒ ☐ Will the project result in a significant reduction in the amount of agricultural land?
- d. ☐ ☐ ☐ Other factors?

STANDARD CODE REQUIREMENTS

☒ State Administrative Code, Title 24, Part 5 T-20 (Energy Conservation)

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design ☐ Compatible Use

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to any of the above factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

OTHER FACTORS - 2. Environmental Safety

SETTINGS/IMPACTS

Yes No Maybe

- a. ☒ ☐ ☐ Are any hazardous materials, used, transported, produced, handled, or stored on-site?
Any hazardous materials will be enclosed within the proposed building and All receipt, use, transfer, storage and disposal of such materials will be per Federal, State and County requirements. See also below
- b. ☒ ☐ ☐ Are any pressurized tanks to be used or any hazardous wastes stored on-site?
See a
- c. ☐ ☒ ☐ Are there any residential units, schools, or hospital located within 500 feet and potentially adversely affected?
Project is located within, and will become part of, the Harbor- UCLA Medical Center campus.
- d. ☐ ☒ ☐ Have there been previous uses that indicate residual soil toxicity of the site or is the site located within two miles downstream of a known groundwater contamination source within the same watershed?
- e. ☐ ☒ ☐ Would the project create a significant hazard to the public or the environment involving the accidental release of hazardous materials into the environment?
See a and below
- f. ☐ ☒ ☐ Would the project emit hazardous emission or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- g. ☐ ☒ ☐ Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or environment?
- h. ☐ ☒ ☐ Would the project result in a safety hazard for people in a project area located within an airport land use plan, within two miles of a public or public use airport, or within the vicinity of a private airstrip?
- i. ☐ ☒ ☐ Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- j. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS ☐ Toxic Clean-up Plan
Any hazardous materials will be enclosed within the proposed building and all receipt, use, transfer, storage and disposal of such materials will be per Federal, State and County requirements and in accordance with existing protocols in effect at the Harbor-UCLA Medical Center campus. It is because of these existing protocols that is has been determined that hazardous material use within the proposed building will have less than significant impact.

CONCLUSION

Considering the above information, could the project have a significant impact relative to public safety?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

OTHER FACTORS - 3. Land Use

SETTINGS/IMPACTS

Yes No Maybe

a. ☐ ☒ ☐ Can the project be found to be inconsistent with the plan designation(s) of the subject property?

b. ☐ ☒ ☐ Can the project be found to be inconsistent with the zoning designation of the subject property?

c. ☐ ☒ ☐ Can the project be found to be inconsistent with the following applicable land use criteria:
Hillside Management Criteria?

☐ ☒ ☐ SEA Conformance Criteria?

☐ ☐ ☐ Other?

d. ☐ ☒ ☐ Would the project physically divide an established community?

e. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to land use factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

OTHER FACTORS - 4. Population/Housing/Employment/Recreation

SETTINGS/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project cumulatively exceed official regional or local population projections?
- b. ☐ ☒ ☐ Could the project induce substantial direct or indirect growth in an area (e.g., through projects in an undeveloped area or extension of major infrastructure)?
- c. ☐ ☒ ☐ Could the project displace existing housing, especially affordable housing?
- d. ☐ ☒ ☐ Could the project result in substantial job/housing imbalance or substantial increase in Vehicle Miles Traveled (VMT)?
- e. ☐ ☒ ☐ Could the project require new or expanded recreational facilities for future residents?
- f. ☐ ☒ ☐ Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?
- g. ☐ ☐ ☐ Other factors?

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to population, housing, employment or recreational factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

MANDATORY FINDINGS OF SIGNIFICANCE

Based on this Initial Study, the following findings are made:

- | | Yes | No | Maybe | |
|----|--------------------------|-------------------------------------|--------------------------|--|
| a. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? |
| b. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the project have possible environmental effects that are individually limited but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. |
| c. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will the environmental effects of the project cause substantial adverse effects on human beings, either directly or indirectly? |

CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the environment?

- ☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No Impact

GROUND LEASE AND AGREEMENT FOR DEVELOPMENT,
CONSTRUCTION, AND OPERATION OF MEDICAL RESEARCH BUILDING NO. 4
HARBOR-UCLA MEDICAL CENTER
COUNTY OF LOS ANGELES

TABLE OF CONTENTS

	<u>Page</u>
<u>INDEX</u>	
. DESCRIPTION OF PREMISES	1
1. GROUND LEASE AND TERM THEREOF	1
2. LEASE CONSIDERATIONS	4
3. USES: APPLICABLE LAWS.....	6
4. TAXES AND ASSESSMENTS	7
5. UTILITIES	8
6. CONSTRUCTION AND LIENS	8
7. MAINTENANCE OF LESSEE'S PROJECT	13
8. NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY	13
9. LIENS.....	14
A. General.....	14
B. Mechanics' and other Liens	14
10. INDEMNIFICATION AND INSURANCE.....	15
A. Indemnification	15
B. Insurance.....	15
C. Construction Insurance	16
(1) Builders All-Risk insurance	16
(2) General Liability insurance.....	17
(3) Automobile Liability	17
(4) Professional Liability	17
(5) Workers Compensation	17
(a) Performance Bond.....	18
(b) Labor and Material Bond.....	18
11. REPAIR AND RESTORATION	18
12. DEFAULT.....	19
A. Material Default	19

B.	Remedies	20
C.	Equitable Relief	21
D.	Cumulative Remedies.....	22
13.	WAIVER OF CONDITIONS OR COVENANTS	22
14.	EMINENT DOMAIN.....	22
15.	ASSIGNMENT/SUBLETTING	22
A.	No Assignment.....	22
B.	No Involuntary Assignment.....	23
16.	OWNERSHIP OF IMPROVEMENTS DURING TERM.....	23
17.	REVERSION OF IMPROVEMENTS AND SURRENDER.....	23
18.	HAZARDOUS SUBSTANCES	24
19.	ADMINISTRATION	25
20.	COUNTY'S LOBBYISTS.....	25
21.	NOTICES	25
22.	GENERAL PROVISIONS.....	26

EXHIBITS

- A. Premises Map
- B. Campus Site Plan
- C. Legal Descriptions
- D. Development Plan

Contract # _____

GROUND LEASE AGREEMENT FOR DEVELOPMENT, CONSTRUCTION, AND
OPERATION OF MEDICAL RESEARCH BUILDING NO.4,
HARBOR-UCLA
MEDICAL CENTER
COUNTY OF LOS ANGELES

THIS GROUND LEASE AGREEMENT (the "Lease") is made and entered into
this _____ day of _____, 2006 (the "Effective Date"),

BY AND BETWEEN

COUNTY OF LOS ANGELES (the
"Lessor" and/or the "County"),

AND

**LOS ANGELES BIOMEDICAL
RESEARCH INSTITUTE AT HARBOR-
UCLA MEDICAL CENTER**, a California
Corporation (the "Lessee").

RECITALS:

WHEREAS, Lessor is the fee owner of the real property containing approximately 12,420 square feet of land (the "Premises"), which is part of the Los Angeles County – Harbor-UCLA Medical Center, and which is more particularly outlined in Exhibits "A" and "B" and legally described in Exhibit "C," all attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor is prepared to lease the Premises to Lessee pursuant to Government Code Sections 25374(b) and 26227, in order for Lessee to construct improvements at Lessee's sole expense, for use as a research building to house medical research and educational activities, all of which are to be conducted in accordance with Medical Research and Educational Agreement No. H201979 dated June 2, 1992, (the "Medical Research and Education Agreement"), by and between Lessee and County; and

WHEREAS, the research building to be built on the Premises by Lessee (the "Building") shall consist of approximately 14,372 gross square feet plus related site, parking and landscaping improvements in accordance with the entitlements, permits, plans and specifications issued or approved by the County of Los Angeles, all of which Building and related improvements are hereinafter collectively referred to as the "Improvements." The Premises, Improvements and all changes and alterations thereto are hereinafter collectively referred to as the "Research Building No. 4 Project."

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and the foregoing recitals, each of which is deemed a contracted part hereof, Lessor and Lessee agree as follows:

1. **GROUND LEASE AND TERM THEREOF:** For and in consideration of the sum of ONE AND NO/ 100 DOLLARS (\$1.00), receipt of which is hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hires from Lessor, the Premises, subject to the terms, covenants, conditions, exceptions, and/or reservations

as hereinafter set forth.

A. As-Is.

(1) The Premises are currently vacant and consist of pavement, landscaping, and hardpack dirt. Lessee accepts the Premises as so improved in its present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party to this Lease, at the time of the Effective Date. Lessee hereby represents that in connection with its acceptance of the Premises, Lessee has been given the opportunity to perform such tests, inspections, reviews, studies and investigations respecting the Premises as so improved as it considers necessary or appropriate to adequately evaluate the condition and other aspects of the Premises. Lessee hereby accepts the Premises as so improved on an "AS IS WITH ALL FAULTS" basis and, except as expressly set forth in this Lease, Lessee is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises and/or any improvements located thereon, including without limitation representation or warranties regarding: (i) the quality, nature, adequacy and physical condition and aspects of the Premises and/or any improvements located thereon, including, but not limited to, the appurtenances, access, landscaping, parking facilities and the electrical, mechanical, utility systems, and the square footage of the land; (ii) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (iii) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Premises and/or any improvements located thereon for any particular purpose; (iv) the zoning or other legal status or entitlement or lack thereof of the Premises or any other public or private restrictions on use of the Premises; (v) the compliance of the Premises and/or any improvements located thereon with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of the County of Los Angeles, State of California, the United States of America, and/or any other governmental or quasi-governmental entity (collectively the "Applicable Laws") or of any other person or entity (including, without limitation, relevant provisions of the Americans with Disabilities Act ("ADA")); (vi) the presence of any underground storage tank or hazardous materials on, under or about the Premises or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on the Premises, (viii) the condition of title to the Premises, and (ix) the economics of the operation of the Premises and/or any improvements located thereon. Lessor shall not be responsible for any land subsidence, slippage, soil instability or damage resulting therefrom at or on the Premises. Lessor has no actual knowledge of any defects in Premises which would adversely affect Lessee's leasehold interest or the use or value thereof.

(2) Reservations. Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all encumbrances, reservations, licenses, easements and rights of way: (a) existing as of the Effective Date, (b) otherwise referenced in this Lease in, to, over or affecting the Premises for any purpose

whatsoever, or (c) consented to by Lessee. Without limiting the foregoing, Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all prior matters of record and the right of County existing as of the Effective Date or otherwise disclosed to or known to Lessee, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Premises, together with the right of County to convey such easements and transfer such rights to others. Notwithstanding the foregoing or anything herein to the contrary, County agrees to cooperate with Lessee, upon compensation to County of its Actual Cost, as hereinafter defined, in Lessee's efforts to address title matters, if any, which would prevent Lessee from proceeding with the Improvements, as long as such efforts do not materially adversely affect the County (e.g., by way of illustration only, cooperating with Lessee in the relocation at Lessee's cost of any easements which interfere with the Improvements, to the extent such relocation is reasonably acceptable to County).

B. Term. The term of this Lease (the "Term") shall extend for a period of 20 years, beginning upon the completion of construction and occupancy of the Building and ending 20 years thereafter; provided, however, that in the event Lessee fails to commence construction of the Improvements within the time provided in Section 6.B.(3) hereof; this Lease shall end and expire upon notice from County. The Term of this Lease shall be extended by mutual agreement for an additional 10 years (hereinafter referred to as the "Option Term") by Lessee giving written notice to Lessor of its desire to extend the Term not less than 180 days prior to the Expiration of the Term of this Lease. By letter from its Chief Administrative Office, Lessor shall notify Lessee whether Lessor consents to extend the term within 30 days after receipt of Lessee's written notice; provided, however, that Lessor shall not unreasonably withhold its consent to such request for extension. In any event, this Lease shall also terminate concurrently with the termination of the Medical Research and Education Agreement, unless the Medical Research and Education Agreement is extended or replaced by a similar agreement approved by the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors"); provided, however, that in lieu of such termination, Lessee may elect to have this Lease continue by paying as rent the fair market rental value of the leasehold for the remainder of the Term hereof, or until such time as a new agreement similar to the Medical Research and Education Agreement and providing sufficient consideration for the Lease is executed by the parties.

2. LEASE CONSIDERATIONS: As additional consideration for Lessor leasing the Premises to Lessee hereunder:

A. Lessee shall, at its sole cost and expense, construct the Improvements in accordance with Section 6 hereof, and maintain the Improvements as provided herein, and operate without interruption the Building (collectively, "Lessee's Obligations"). Lessee's failure to perform Lessee's Obligations shall constitute a material default under this Lease.

B. Lessee acknowledges that Lessor has a security interest in all plans, drawings, specifications, documents evidencing governmental approvals or partial approvals, permits, environmental documents, soil, engineering and planning studies, working drawings, architect agreements, construction contracts and agreements pertaining to the Lessee's Research Building No. 4 Project, together with all amendments thereto (hereinafter collectively called the "Development Documents"). Lessee further acknowledges its affirmative obligation to secure the full right, title and lien-free ownership interest in all Development Documents. Upon any cancellation or termination of this Lease, Lessor, or its assignee, shall immediately receive true copies of all Development Documents of Lessee related to the development of the Lessee's Research Building No. 4 Project. The Lessee shall, however, retain its proprietary interest in the Development Documents and such documents may not be used by the Lessor, other than use that is incidental to the maintenance, repair or remodeling of the Improvements, without the prior express written consent of the Lessee.

C. Lessee shall perform all obligations required by this Lease, including those contained in the exhibits to this Lease.

D. Lessee's agreements as set forth in the Medical Research and Education Agreement, No. H201979 and any amendments thereto are incorporated herein and made part of this Lease by this reference. The parties' obligations and Lessee's rights under this Lease are conditioned upon Lessee's performance under the Medical Research and Education Agreement.

E. Lessee acknowledges that the costs associated with the demolition or removal of any County improvements on the Premises shall be solely the Lessee's responsibility.

F. Lessee acknowledges that all costs associated with the preparation of any environmental documentation for compliance with the California Environmental Quality Act and legal descriptions related to this Lease shall be solely Lessee's responsibility.

G. Lessee shall provide all Development Documents to Lessor for approval in accordance with Section 6B. hereof.

H. Lessee shall reimburse Lessor for all of Lessor's Actual Costs in cooperating with, negotiating with, providing services to, and in performing the obligations of, Lessee under this Lease.

(1) "Actual Costs" shall mean: (i) the reasonable out-of-pocket costs and expenses incurred by County with respect to a particular activity or procedure, including without limitation, expenditures to third party legal counsel, financial consultants and advisors; (ii) costs incurred in connection with appraisals; and (iii) amounts invoiced by the County's Department of Public Works and/or Internal Services Department. In those instances in which Lessee is obligated to reimburse

County for County's Actual Costs incurred in performing obligations required to be performed by Lessee under this Lease which Lessee fails to perform within the applicable cure period (if any) provided under this Lease, Actual Costs shall also include a reasonable allocation of County overhead and administrative costs to fully compensate County for performing such obligations on behalf of Lessee.

3. USES: APPLICABLE LAWS:

A. Uses:

(1) Lessee shall construct on the Premises the Lessee's Research Building No. 4 Project as specified in Section 6 hereof and occupy same for the purpose of medical research ,education and training activities under the terms of the Medical Research and Education Agreement, in the operation of Medical Research and Educational Agreement activities (the "Permitted Uses").

(2) Lessee shall comply with its obligations and be subject to all applicable governmental regulatory agencies and the rules and regulations of County in connection with the operation of the Harbor-UCLA Medical Center as promulgated from time to time by the County.

B. Compliance with Applicable Laws: The Lessee's Research Building No. 4 Project, or any part thereof, shall not be used or permitted to be used for any activity which constitutes a nuisance. Subject to Lessee's right to contest in accordance with Section 3.C. hereof, Lessee shall, at its sole cost and expense, conform to, and cause all persons using or occupying any part of the Lessee's Research Building Project which is under Lessee's control to comply with all Applicable Laws and rules and regulations governing the Harbor-UCLA Medical Center or the Premises that may be in effect from time to time applicable to the construction of the Improvements and/or to the use of the Lessee's Research Building No. 4 Project. Lessee hereby warrants and covenants that the operation of Research Building No. 4 Project shall not interfere with any functions of Lessor outside of the Premises. Lessee covenants and agrees to indemnify and to hold Lessor harmless from any penalties, damages, or charges imposed for any violation of any and all Applicable Laws, whether occasioned by neglect, omission, or willful act of Lessee or any person (other than Lessor, its officers, agents, employees, guests, and invitees) by license, invitation, sublease, assignment, or any other arrangement with Lessee.

C. Right to Contest Applicable Laws: Lessee shall have the right to contest, by appropriate judicial or administrative proceedings, without cost or expense to Lessor, the validity or application of any present or future Applicable Laws which restrict Lessee's use of the Lessee's Research Building No. 4 Project or which require Lessee to repair, maintain, alter, or replace the Lessee's Research Building No. 4 Project in whole or in part. Lessee shall not be in default for failing to exercise its rights under this clause or for failing to commence repairs, maintenance, alterations, or replacement obligations imposed by such Applicable Laws, until a reasonable time following the final judgment and conclusion of appeals in Lessee's administrative and judicial proceedings, provided that Lessee protects Lessor and the Lessee's Research

Building No. 4 Project from any lien by surety bond or other security satisfactory to Lessor. Lessor may, but is not obligated to, join in the Lessee's contest but Lessor shall have full subrogation rights in the event of Lessee's failure to contest. Lessee's right to contest must be exercised in such manner as to avoid any exposure of the Lessee's Research Building No. 4 Project or any part thereof to foreclosure or execution sale.

4. TAXES AND ASSESSMENTS:

A. Payment of Taxes: Lessee shall have sole responsibility to pay promptly any applicable personal property taxes, real property taxes, rental taxes, excise taxes, business and occupation taxes and assessments, or taxes or charges of any kind or nature whatsoever (hereinafter referred to collectively as "Taxes") levied or assessed against the Lessee's Research Building No. 4 Project, Lessee's operations on the Premises, or against Lessee's possessory interest, by any government entity. Lessee's leasehold interest may be subject to property taxation and Lessee agrees to pay any property tax levied on any such interest

B. Indemnity: Lessee agrees to indemnify and hold Lessor harmless from the payment of Taxes, including any penalties and interest associated therewith. Lessee further agrees to prevent said Taxes from becoming delinquency liens upon the Lessee's Research Building No. 4 Project, and except where Lessee notifies Lessor in writing that Lessee is contesting or proposes to contest Taxes, to allow Lessor to pay such Taxes which have become more than 90 days delinquent. Lessor shall in no way be obligated to pay such Taxes which come delinquent; but, if Lessor makes such payments, they will become immediately due and payable to Lessor by the Lessee and shall include any Late Charge or penalties assessed.

C. Lessee's Right to Contest Taxes: Lessee shall have the right, at its own expense, to contest the amount or validity of any Taxes by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any Taxes so contested or the sale of the Lessee's Research Building No. 4 Project or any part thereof to satisfy the same. Pending final judgment and appeals of any such legal proceedings, Lessor shall not have the right to pay, remove, or discharge any Taxes thereby contested, provided that Lessee shall protect Lessor and the Lessee's Research Building No. 4 Project from any lien by adequate surety bond or other security deemed appropriate by Lessor.

D. Proration of Taxes: If, at any time during the term of this Lease, any Taxes are levied for a benefit which shall have a useful life longer than the remaining Lease Term then whether or not such Taxes are actually paid in installments, Lessee shall only be responsible to pay that portion of the Taxes which would have been payable during the term of this Lease, had such Taxes been paid in installments. If Taxes become due and payable after the expiration or termination of the Lease, Lessee, within 15 days of such expiration or termination, shall pay Lessor its prorata share of such Taxes. To the extent that Lessee pays such taxes in excess of its prorata share prior to termination, Lessor shall promptly return the excess upon expiration or

other termination of the Lease.

5. UTILITIES:

A. Consent From Lessor: Lessee shall not enter into any contract or agreement with any governmental agency or body or public utility with reference to sewer lines, water lines, street improvements, street lighting, or utility connections, lines, or easements without the prior written consent of Lessor. Lessee shall install separate meters for Lessee's use for all utilities required for the Research Building No. 4 Project. All costs associated with bringing required utilities to the Lessee's Research Building No. 4 Project, including related professional and service charges, and the costs of connections to the utility system shall be considered part of the construction cost of the Lessee's Research Building No. 4 Project and shall be solely the Lessee's responsibility.

B. Lessor Utility Services: To the extent that the Lessee uses utility services financed and/or maintained in whole or in part by Lessor, both during and after construction of the Improvements, the charge for such utility services shall be paid by Lessee, together with a prorata share of the capital costs associated with any necessary additions or improvements to the utility system at the same rate given to other users. Lessee's payment of said utilities may be satisfied by cash or allowable in-kind services, as provided for in Exhibit B of the Medical Research and Education Agreement, and subject to the provisions of the Medical Research and Education Agreement, except that payment of any capital costs funded from the County's General Fund shall be made by cash or check and delivered to the County's Chief Administrative Office.

C. Ownership: As between County and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in County upon construction or installation to the extent that they are not owned by a utility company or other third party provider. Notwithstanding that title shall vest in County, all utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by County pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term hereof, including any optional or extension period.

6. CONSTRUCTION AND LIENS:

A. Development Work.

(1) Development Plan: Promptly following the Effective Date, Lessee shall commence the performance of the Development Work (as hereinafter defined) on the Premises described in the development plan attached to this Lease as Exhibit D (the "Development Plan"). The construction work described in the Development Plan, including the Improvements, hardscape, landscape and other site work approved by County and to be performed in connection with the work described in such Development Plan and the Development Documents as defined in Section 2B

hereof, is referred to collectively herein as the "Development Work."

(2) Implementation of Development Plan: There shall be no changes, modifications or exceptions to the Development Plan, except as expressly approved in advance in writing by the County or otherwise in accordance with this Section 6. The scope, design, density, site coverage, layout and open space, view corridors, height, construction materials, landscaping, hardscaping and other improvement specifications pertaining to the Development Work shall be in accordance with the Development Plan, and shall be subject to County's approval as set forth in this Section 6. Lessee shall be responsible for the acquisition and compliance with all required governmental approvals (including, without limitation, City, planning and entitlement approvals) for the Development Work. Lessee shall be solely responsible for all costs and expenses incurred in connection with the design, entitlement and construction of the Development Work. The remaining sections of this Section 6 pertain to the construction of the Development Work and to any other Work (as defined below) which Lessee may be required or desire to make to the Premises during the Term.

B. Construction Of Improvements:

(1) Construction: Construction of the Improvements and construction of any future alterations or replacements of the Improvements (all of which construction is hereinafter referred to sometimes as "Work") shall be made subject to the conditions hereinafter set forth, which Lessee covenants to observe and perform.

(2) Governmental Approvals: Work shall not be undertaken until Lessee shall have provided and paid for, so far as the same may be required, from time to time, all applicable municipal and other governmental permits and authorizations of the various municipal departments and governmental agencies having jurisdiction over the work. No zoning changes or variances may be obtained except with Lessor's prior written consent, provided that Lessor shall not unreasonably withhold its consent to any petition or application for zoning change or variance as may be required for the construction of the Improvements and the uses of the Premises and Improvements permitted pursuant to this Lease. In the event, however, that any application or petition is rejected or returned for revision and Lessee is making a good faith, reasonably diligent effort to complete the necessary revisions to the plans or applications, then Lessee shall be granted an additional six months within which to obtain the necessary approvals.

(3) Commencement and Completion of Construction: All Work shall be completed at the expense of Lessee, including capital and financing costs, and without expense to Lessor. All Work shall be prosecuted to completion with due diligence. Notwithstanding the foregoing, construction of the Improvements in accordance with the Development Plan shall be commenced within three months of the issuance of all necessary permits and shall be completed (except normal punchlist items) within 24 months following the commencement of construction. For purposes of this Lease, the commencement of construction shall be the first date upon which construction activity for the Improvements is begun. Notwithstanding the foregoing, if

Lessor fails to respond to any request for approval described in Section 6.D. hereof within the time frames provided therein, then Lessee shall be entitled to a day-for-day extension of the time periods set forth in this Section 6.B.

(4) Performance and Payment Bonds: Prior to the commencement of construction of any improvements on the Premises, Lessee shall purchase or cause Lessee's contractor to purchase: (a) a performance bond in an amount of not less than One Hundred Percent (100%) of the cost of construction of the Improvements, as approved by Lessor, with the County of Los Angeles as obligee, and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor; and (b) a payment bond in an amount of not less than Eighty Percent (80%) of the costs for labor and materials as approved by Lessor, with the County of Los Angeles as obligee, and executed by a corporate surety authorized to conduct business as a surety in the State of California and approved by Lessor all as provided in Section 10 INDEMNIFICATION AND INSURANCE, hereof.

C. CONSTRUCTION STANDARDS:

(1) General Construction Standards: In connection with all Work, construction, alteration, or repair work permitted herein, Lessee shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such Work and shall make adequate provision for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such Work, and shall restore the area upon which such Work is performed to a condition which is at least equal to or better than the condition which existed prior to the beginning of such Work, ordinary wear and tear excepted. In addition, Lessee shall pay (or cause to be paid) all Actual Costs and expenses associated therewith and shall indemnify and hold Lessor harmless from all damages, losses, or claims attributable to the performance of such Work.

(2) Utility Work: Any work performed by or on behalf of Lessee or any occupant of the Premises to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gasoline, telephone conduit or any other public utility service shall be performed so as to minimize interference with the provision of such services to occupants of Harbor-UCLA Medical Center and other persons.

(3) Compliance with Applicable Laws: All improvements on the Premises shall be constructed in compliance with all applicable local, state and federal Applicable Laws and rules and regulations governing the Harbor-UCLA Medical Center or the Premises that may be in effect. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

(4) Prevailing Wages: Where labor is required for public work as part of any requirements covered by this Lease, pursuant to the provisions of the Labor Code of the State of California, Lessee shall pay no less than the prevailing

wages ascertained and published by the State Department of Industrial Relations and on file with the Board of Supervisors, and shall cause notice of such wages to be posted as required by the Labor Code.

(5) Construction Safeguards: Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of Work performed by Lessee, all necessary safeguards for the protection of workers and the public.

(a) Rights of Access: Representatives of Lessor shall have the right of reasonable access to the Premises and the improvements thereon at normal construction hours during the period of construction, for the purpose of ascertaining compliance with the terms of this Lease, including, but not limited to, the inspection of the construction work being performed. Lessor's access shall be reasonably calculated to minimize interference with Lessee's construction and/or operations.

(b) Notice of Completion: Upon completion of construction of any building on the Premises, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (each a "Notice of Completion") with respect to said Improvements, and Lessee shall provide for Lessor a diagram and shall label and identify all electrical panels, circuit breakers, switches, fire sprinklers and plumbing shut off valves as to areas controlled both on the drawings and on the breaker panels and valves. Upon completion Lessee shall furnish Harbor-UCLA Medical Center and the County's Chief Administrative Office, Real Estate Division each with one complete set of electronic reproducible as-built drawings.

D. APPROVAL OF PLANS:

(1) Approval of Plans, Drawings and Related Documents: Subject to the terms of this Lease, the Lessor shall have the right to review and approve all Development Documents, including any material changes or amendments thereto. Lessee shall submit three copies of all Development Documents to Lessor. Lessor's failure to approve of the Development Documents within 30 days following receipt of same shall be deemed disapproval thereof. Lessor's approval shall not be unreasonably withheld. However, such Lessor review and approval shall not relieve Lessee of any obligations under this Lease, including any regulatory requirements imposed by federal, state or local governments.

(a) Following Completion of Construction:

(i) Remodeling: Lessee shall have the right, at its expense, following issuance of a Notice of Completion for the Improvements, without Lessor's consent and without submission of plans or evidence of financing (but subject to all other provisions of this Lease), to undertake any nonstructural interior remodeling of any structure or any of the Improvements that is not visible from the outside and does not alter the exterior appearance, or the preexisting location of the Improvements on the

Premises.

(ii) Alterations and Additions: Lessee shall have the right, at its expense, at any time following issuance of the Notice of Completion to undertake any alteration or addition on the Premises that is not included in Section 6.D.(1)a(i) above, subject to the written approval of Lessor and compliance with all of the provisions of this Section 6.

(2) Changes to Plans Following Approval: No material changes to the approved plans and specifications shall be made without the prior written approval of the Lessor. Any such proposed changes shall be submitted to Lessor for Lessor's approval or disapproval. Lessor shall have 30 days following receipt of the proposed changes in which to give its approval or disapproval. Any disapproval shall set forth in detail the reasons for disapproval. Lessor's failure to approve such proposed changes within the 30- day period shall be deemed disapproval thereof.

E. PROTECTION OF LESSOR:

(1) No Consent of Lessor: Nothing in this Lease shall be construed as constituting the consent of Lessor, express or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of, or repairs to, the Premises or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the fee of the Premises or the Lessee's Research Building No. 4 Project.

(2) Protection Against Liens: Lessor shall have the right at all reasonable times to post, and keep posted, on the Premises any notices which Lessor may deem necessary for the protection of Lessor and of the Premises and the improvements thereof from mechanics' liens or other claims. Lessee shall give Lessor ten days prior written notice of the commencement of any work to be done on the Premises to enable Lessor to post such notices. In addition, Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its contractors or subcontractors in connection with the Premises and the Improvements thereon in accordance with Section 9 hereof.

(3) Notice: Should any claims of lien be filed against the Premises or the Improvements thereon, or any action affecting the title to the Premises or the Improvements thereon be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

7. MAINTENANCE OF LESSEE'S RESEARCH BUILDING NO. 4 PROJECT:

A. Lessor Responsibilities: Lessor shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Lessee's Research Building No. 4 Project or any part thereof, or any improvements thereon during the term of this Lease.

B. Lessee's Responsibility: Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Lessee's Research Building No. 4 Project in good condition and repair and in accordance with the requirements of: (i) all Applicable Laws; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; (iii) any insurance companies insuring all or any part of the Lessee's Research Building No. 4 Project, if applicable; and (iv) applicable hospital and healthcare licensing entities; and (v) the rules and regulations of County regarding the operation of the Harbor-UCLA Medical Center.

C. Waste: Lessee shall not commit or permit the commission of any waste upon the Premises. Lessee shall not store or dispose of any waste or by-products of Lessee's operation on the Premises.

8. NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY: This is a non-subordinated lease. Except as may be provided in Section 5, UTILITIES, or this Section 8, Lessee agrees that it shall not create or suffer any encumbrance upon the Premises or the Improvements without the written consent of Lessor. Lessee shall not, without obtaining the written consent of Lessor, assign any of Lessee's interest under this Lease as security. Any consent required by this Section 8 shall be evidenced by letter signed by Lessor's Chief Administrative Office. Lessor shall provide a response to any request for consent pursuant to this Section 8 within 30 days of such request; provided, however, that Lessor's failure to timely provide a response shall not be construed as consent. Lessee agrees, without any cost or expense to Lessor, to execute any instrument which is necessary or is requested by Lessor to further effect the non-subordination of this Lease. Lessee further agrees that in order to obtain Lessor's consent hereunder: (a) any financing obtained for construction of the Building shall be and shall always remain subordinate to this Ground Lease, (b) the amount of Lessee's endowment/investment funds collateral to any proposed financing shall exceed the amount of said financing at all times during the term hereof, and Lessee shall provide Lessor with an annual written certification of Lessee's compliance with such requirement, (c) Lessee's lender for any proposed Building financing shall be required to provide written notice to Lessor in the event that Lessee's collateral falls below the loan amount, and (d) in the event of a default under Lessee's proposed financing agreements, Lessee's lender shall be entitled to proceed against Lessee's collateral only and shall in no event be entitled to proceed against the Premises. Lessee acknowledges and understands that Lessor shall be entitled to withhold its consent hereunder to any proposed financing that does not meet with all of the foregoing requirements.

9. LIENS:

A. General: Subject to the provisions of Section 4 regarding TAXES AND ASSESSMENTS and Section 8 regarding NON-SUBORDINATION AND NON-ASSIGNMENT AS SECURITY, Lessee hereby covenants to keep the Premises and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessee's acts or omissions and/or created by the performance of any labor or furnishing of any material, supplies, or equipment contemplated hereunder. Lessor covenants to keep the Lessee's Research Building No. 4 Project and every part thereof free and clear of any and all liens or encumbrances of any kind whatsoever created by Lessor's acts or omissions or those of its agents or employees, and shall indemnify and hold Lessee harmless from any such Lessor created liens or demands. Lessee further agrees to hold Lessor and the Premises and all parts thereof free and harmless from any such Lessee-created liens, claims, or demands, and any and all costs, damages or liability in connection therewith, together with reasonable attorney's fees and all Actual Cost and expenses incurred by Lessor in negotiating, settling, defending, and otherwise protecting the Premises or Lessee's Research Building No. 4 Project or any part thereof against such liens, claims or demands.

B. Mechanics' and other Liens: Lessee shall pay, or cause to be paid, the total cost and expense of all works of improvement as that phrase is defined in the applicable mechanics' lien law in effect when the Work begins. Lessee shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien, arising out of the performance of the Lease, to stand against the Premises or Lessee's Research Building No. 4 Project, or any part thereof. If any such lien shall be filed against the Premises or Lessee's Research Building No. 4 Project, Lessee shall cause the same to be discharged within ten days after actual notice of such filing, by payment, deposit, or bond. If Lessee fails to discharge any such lien, Lessor may, but shall not be obligated to, discharge the same, and any amount so paid or deposited by Lessor and all Actual Costs and expenses incurred by Lessor, including reasonable attorney's fees, shall become immediately due and payable by Lessee to Lessor, together with interest thereon computed at the rate of seven percent per annum. If Lessee desires to contest any such lien, Lessee shall notify Lessor in writing of Lessee's intention to do so within ten days after the filing of and service upon Lessee of such lien, or lose the right to contest. In such case, provided that Lessee shall furnish the bond required by California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises and Lessee's Research Building No. 4 Project from the effect of such lien), Lessee shall not be in default until five days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge any such lien to the extent held valid, but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereto, and such delay shall be a material default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, Actual Cost, expense and damage, including reasonable attorney's fees, resulting therefrom.

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Lessee agrees, subject to the other provisions of this Lease, to indemnify, defend, save and hold harmless Lessor and its Special Districts, elected and appointed officers, agents, and employees from and against any and all liability, Actual Cost and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's and its agents', employees', and officers' operations on and use of the Premises hereunder, including any Workers' Compensation suits, liability, or expense.

B. Insurance: Without limiting Lessee's indemnification of Lessor, and during the Term of this Lease, Lessee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Lessee's own expense.

(1) Evidence of Insurance. Such insurance shall be provided by insurer(s) satisfactory to County and evidence of such insurance shall be delivered to County at the Chief Administrative Office, Real Estate Management Division, 222 South Hill Street, Los Angeles. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County prior to the Commencement Date and shall:

- (a) Specifically identify this Lease;
- (b) Clearly evidence all coverages required in this Lease;
- (c) Contain the express condition that insurer will use its best efforts to give written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance; and
- (d) Identify any deductibles or self-insured retentions exceeding \$25,000.

(2) Insurance Coverage Requirements. Lessee shall maintain the following:

(a) General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate: \$4 million

Products/Completed Operations : \$2 million

Personal and Advertising Injury: \$ 2 million

Each Occurrence: \$ 2 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto"; and

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident: \$ 1 million

Disease – policy limit: \$ 1 million

Disease – each employee: \$ 1 million

(d) Commercial Property Insurance – Special form (All Risk) coverage, including coverage for improvements and betterments, excluding EQ and flood, and including ordinance or law coverage, written for the full replacement value of the Building and the Improvements.

(3) Waivers of Subrogation. Lessee shall obtain appropriate endorsements upon all insurance policies waiving subrogation by the insurer(s) against Lessor.

C. Construction Insurance. In addition to the above Lessee Insurance Requirements, and throughout the period of construction of Lessee's Research Building No. 4 Project, Lessee shall have its Contractor provide and maintain, or Lessee shall provide and maintain, the following programs of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Lessor, and such coverage shall be provided and maintained at no cost to Lessor. Such coverage shall contain the express condition that Lessor is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(1) Builder's risk course of construction insurance. Such coverage shall:

(a) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include ordinance or

law coverage, coverage for temporary off site storage, pollutant clean-up and removal, preservation of property, and full collapse coverage during construction (without restricting collapse coverage to specified perils);

(b) Be written on a completed value basis and cover the entire work against loss or damage until completion and acceptance by the Lessee; and

(c) Provide a per occurrence deductible of not greater than five percent (5%) of the value insured for all perils.

(2) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

The Lessor also shall be named as an additional insured (ISO form CG 20 10) under the Contractor's policy.

(3) Automobile Liability Insurance (written ISO policy form CG 00 01 or its equivalent) with a limit of liability of not less than \$2 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles (or for "any auto") utilized by Contractor.

(4) Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employee with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Lease.

(5) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Contractor is responsible. Such insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million

Disease – each employee

\$1 million

(a) Performance Bond: A faithful performance bond in an amount equal to 100% of the estimated construction cost contemplated for the Improvements, payable to County and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by the Lessee of the terms and conditions of the this Lease and the construction contract(s) and shall be renewed by Lessee to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, and shall remain in effect for one year following issuance of a Certificate of Occupancy .

(b) Labor and Material Payment Bond: A labor and material payment bond of not less than 80% of the construction contract price payable to the County, and executed by a corporate surety licensed to do business as a surety in the State of California. Such bond shall be conditioned upon satisfactory payment by contractor and its subcontractors for all labor and material used in performance of the agreement. Such bond shall be renewed by contractor to provide continuing liability in the above amount notwithstanding any payment or recovery thereon.

(c) At its sole option, the County may accept Certificates of Deposit, Cash Deposits, Letters of Credit, or U. S. Government Securities in lieu of commercial bonds to meet the above bonding requirement. Such alternate bonds shall be made payable to the County and shall be deposited with the County's Auditor-Controller.

11. REPAIR AND RESTORATION:

A. If, during the Term of this Lease, the Improvements are damaged due to a risk covered by insurance maintained under Section 10.B.(2)a. of this Lease, Lessee shall cause the damage to be repaired and the Improvements restored to substantially the same condition as they were in immediately before such damage.

B. If, during the Term of this Lease, the Improvements are damaged due to a risk not covered by insurance maintained under Section 10.B.(2)a. of this Lease, and whether or not such damage is substantial, Lessee may elect either to cause the damage to be repaired and the Improvements restored to substantially the same condition as they were immediately before the damage or to terminate this Lease, and Lessee shall restore the Premises to its previous condition. Said election shall be made by written notice to Lessor within 60 days of the occurrence of the damage.

C. If the Improvements are damaged during the last two years of

either the primary or option term of this Lease, whether or not the damage is substantial, either party may elect to terminate this Lease. Said election shall be made by written notice to the other party within 60 days of the occurrence of the damage. In the absence of a timely election by either party, the parties shall be deemed not to have terminated this Lease.

(1) As used in Section 11.C., the term "substantial" means damage to the Improvements requiring repair or restoration at a cost in excess of 50% of the per-damage replacement cost value of the Improvements.

D. If Lessee is required or elects to repair any damage to the Improvements, such damage shall be repaired and the Improvements restored to substantially the same condition as they were in immediately before the damage as promptly as is reasonably possible. To the extent the damage is due to a risk covered by insurance maintained under Section 10.B.(2)a. of this Lease, such repairs shall be made from the proceeds of such insurance and the proceeds of such insurance shall be made available to Lessee for such purpose. All work shall be performed in a good and workmanlike manner and shall be completed as promptly as is reasonably possible and in accordance with all applicable public Applicable Laws, ordinances and regulations. Commencement of the repair and restoration shall require (a) securing the area to prevent injury to persons and/or vandalism to the Improvements and (b) the placement of a work order or contract for obtaining the labor and materials to accomplish the repair and restoration. In no event shall Lessee be required to repair, replace or restore any damaged equipment, personal property, or trade fixtures of Lessor located in or about the Improvements, it being understood that the repair, replacement, or restoration thereof shall be the sole responsibility and expense of Lessor.

E. Notwithstanding any provision contained in this Lease to the contrary, if the Applicable Laws existing at the time of the damage do not permit the repair or restoration, either party may terminate this Lease immediately by giving written notice to the other party. If this Lease is terminated pursuant to any of the provisions in this Section 10.E., the proceeds of any and all insurance maintained under Section 10.B.(2)a of this Lease shall be the sole property of Lessee and shall, if received by Lessor, be promptly paid to Lessee; however, the proceeds are to be used first to restore the Premises to a condition substantially the same as that existing immediately prior to such damage.

(1) Lessee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed exclusively by the terms of this Lease.

12. DEFAULT:

A. Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease, which shall allow Lessor, in

addition to any other rights or remedies at law or in equity, to terminate this Lease:

(1) A failure by Lessee to observe and perform Lessee's Obligations hereunder when such failure continues for 30 days after written notice thereof to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30 day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Failure to observe and perform Lessee's Obligations shall not include those instances where the Premises are not in use because of remodeling, repairs, or the replacement of equipment, provided that such remodeling, repairs, and replacement are undertaken and completed in a prompt manner by Lessee.

(2) A default under Section 15 of this Lease.

(3) A failure by Lessee to maintain funds in excess of the amount of any Building financing as collateral for said financing (as required by Section 8 of this Lease).

B. Remedies: If Lessee defaults under this Lease, Lessor, without further notice to Lessee shall, in addition to any other remedies available by Law or equity, have one or more of the following remedies at Lessor's election:

(1) Without barring later election of any other remedy and without terminating Lessee's right to possession of the Lessee's Research Building No. 4 Project, or any part thereof, Lessor may require strict performance of all covenants and obligations herein as the same shall accrue or become due, without terminating this Lease, and Lessor shall have the right of action therefor without awaiting the end of the Lease term.

(2) If Lessor obtains possession of the Lessee's Research Building No. 4 Project under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (unless Lessee obtains relief under Section 1179 of that Code) or if Lessor, by written notice declares the Lease to be terminated because of breach of this Lease, then Lessor may enter upon the Lessee's Research Building No. 4 Project and remove any and all persons and or property whatsoever situated thereon, and place all or any portion of said property in storage for the account of and at the expense of Lessee and dispose of such property in accordance with Applicable Laws. Lessor shall be entitled to recover in one or more awards or judgment from Lessee:

(a) Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such other amount shall include, but not be limited to, such expenses

(including reasonable attorney's fees) as Lessor may have paid, assumed, or incurred in recovering possession of Premises, placing the Premises in good order and condition, preparing or altering Premises for reletting, and reletting the Premises during any part of time for which a rental concession, if any, had been given by Lessor.

(b) Lessor may at Lessor's election terminate this Lease by giving Lessee notice of termination. On the giving of the notice to Lessee, all Lessee's rights in the Premises and in the Improvements shall terminate. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have so declared in writing to Lessee, nor shall Lessor be deemed to have accepted or consented to an abandonment by Lessee by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Lessor's interest under this Lease. Promptly after notice of termination, Lessee shall surrender and vacate the Lessee's Research Building No. 4 Project in a broom-clean condition, and Lessor may re-enter and take possession of the Lessee's Research Building No. 4 Project and/or eject all parties in possession, some and not others, or eject none. Termination under this Section shall not relieve Lessee from any obligations under this Lease or from any claim for damages incurred or accruing against Lessee up to the date of termination.

(3) Lessor may at Lessor's election enter the Lessee's Research Building No. 4 Project and, without terminating this Lease, at any time and from time to time may use or let the Premises or the Improvements or any part or parts of them for the account and in the name of Lessor or otherwise. Any reletting may be for the remainder of the Term or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the Lessee's Research Building No. 4 Project or any part thereof. Lessee shall, upon such election by Lessor, have the right to immediately remove its personal property and trade fixtures.

(4) Subject to Lessee's and Lessor's rights to contest as provided elsewhere in this Lease, if, at any time during the Term of this Lease, Lessee fails, refuses, or neglects to do any of the things herein required to be done by the Lessee, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of the Lessee; provided, however, that the Lessor shall in no case take such action until first giving the Lessee written notice of such failure, refusal, or neglect and allowing time periods, as specified in this Lease, within which Lessee may commence a bona fide effort to cure the same.

C. Equitable Relief: Nothing contained herein shall affect, change, or waive any rights of Lessor or Lessee to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, relating to actions for unlawful detainer, forcible entry, and forcible detainer.

D. Cumulative Remedies: The remedies of Lessor as provided above are cumulative and in addition to, rather than exclusive of, any other remedy of Lessor herein given or that may be permitted by Law. Any lawful re-entry as provided for herein shall not make Lessor liable in damages or guilty of trespass because of any such lawful re-entry.

13. WAIVER OF CONDITIONS OR COVENANTS: Any waiver by Lessor of any breach or any one or more of the covenants, conditions, terms and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of Lessor to require exact, full and complete compliance with any of the covenants, conditions, terms, and agreements of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement between Lessor and Lessee. No delay, failure, or omission of Lessor to re-enter the Premises or to exercise any right, power, privilege, or option, arising from any default shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revise "time is of the essence" after the waiver by Lessor of any default. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options, and remedies given Lessor by this Lease shall be cumulative.

14. EMINENT DOMAIN: If the whole or any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right to either cancel this Lease or to continue in the possession of the remainder of these Premises under the terms herein provided. All damages awarded for such taking shall belong to and be the property of Lessor provided, however, that Lessor shall not be entitled to any portion of the award made for loss of structures, buildings, or other improvements or personal property, equipment, and trade fixtures belonging to Lessee immediately prior to the taking of possession by the condemning authority.

15. ASSIGNMENT/SUBLETTING:

A. No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein, or sublet the whole or any portion of the Premises, or license the use of the same in whole or in part. In addition, for purposes of this Section 15, County consent shall require a written amendment to this Lease, which amendment must be formally approved and executed by the parties. Said consent shall not be unreasonably withheld. For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

(1) Any disposition(s) that effectuates a change in the majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Lease; and

(2) Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever.

In the event one of the above occurs without County's express prior written approval, such occurrence shall constitute a material breach of this Lease which shall entitle County, at its discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue in the event of default by Lessee pursuant to the terms hereof, including without limitation Section 12, at law and in equity.

B. No Involuntary Assignment: Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, so that the same and the making by Lessee of any general assignment for the benefit of creditors; or the filing of a petition to have Lessee adjudicated a bankruptcy, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days; or the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Lessee's Research Building No. 4 Project or of Lessee's interest in this Lease, when such seizure is not discharged within 60 days, shall be a material default under this Lease.

16. OWNERSHIP OF IMPROVEMENTS DURING TERM: Until expiration or sooner termination of this Lease, the Improvements and all alterations, additions, or betterments made thereto by Lessee shall be owned by Lessee. Lessor shall have no right, title or interest therein except as expressly set forth in this Lease; provided, however, that Lessee's rights and powers with respect to the Improvements are subject to the term and limitations of this Lease. Once constructed, the Improvements shall not be removed from the Premises, nor shall Lessee waste, destroy or modify any Improvements except as specifically permitted by this Lease.

17. REVERSION OF IMPROVEMENTS AND SURRENDER: At the expiration or sooner termination of the Term of this Lease, at the election of Lessor, and without notice to Lessee, all structures, buildings (including the Building), Improvements and all alterations, additions, and betterments thereto, and all other improvements made to or upon the Premises shall remain upon and be surrendered with the Premises as part thereof and title thereto shall automatically vest in Lessor without compensation therefor to Lessee.

In the alternative, at the expiration or sooner termination of the Term of this Lease, Lessor may, at Lessor's sole election, require the removal from the Property, at Lessee's sole cost and expense, the Improvements, all personal property and/or trade fixtures, as specified in the written notice provided for hereinbelow (the "Removal Notice"). A Removal Notice to take effect at the normal expiration of the Term shall be effected by notice given at least 30 days before the expiration date. A Removal Notice to take effect on any date other than the normal expiration of the Term of this Lease shall be effectuated by notice given concurrently with notice of such termination or within ten days after such notice of termination. Lessee shall be liable to Lessor for costs incurred in effecting the removal of personal property and trade fixtures of Lessee which Lessee has failed to remove after demand pursuant to this Section. Lessee may remove any personal property and trade fixtures from time to time during the Lease Term and within 45 days following the expiration of the Term. Lessee shall repair all damage (structural or otherwise) caused by any such removal; provided that damage to improvements which are obsolete economically or functionally or which are not material need not be repaired so long as the Improvements are or are made structurally sound. Any personal property and trade fixtures not removed by Lessee within 45 days following expiration of the Term shall be deemed abandoned by Lessee and shall, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any other person, except as otherwise provided in this Lease.

In the event that Lessor elects to require the removal from the Property of all the Improvements, personal property and/or trade fixtures, Lessor, within ten days of demand from Lessee, shall execute and deliver any document required by any supplier, lessor, vendor, or lender in connection with the installation on the Property of Lessee's personal property or Lessee's trade fixtures in which Lessor waives any right it may have or acquire with respect to that property, if the supplier, lessor, vendor or lender agrees in writing that: (a) it will remove or commence the removal of, or cause Lessee to remove or commence the removal of, that property from the Property before expiration of the Term of this Lease or within 30 days thereafter, and (b) it will make, or require Lessee to make, whatever restoration to the Property is reasonably necessitated by the removal.

18. HAZARDOUS SUBSTANCES:

A. Definition: For purpose of this Lease, the term Hazardous Substances shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

B. Warranties and Representations:

Lessee hereby warrants and represents that it will not cause the presence,

use, storage, or disposal of any Hazardous Substances on or about the Premises without the prior written consent of Lessor.

(1) Lessee hereby warrants and represents that it shall comply with all Applicable Laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of Hazardous Substances on the Premises. Lessor hereby warrants and represents that it has complied with all Applicable Laws and regulations concerning the use, release, storage, and disposal of Hazardous Substances on the Premises, and that said compliance was in effect prior to the beginning of the Term of this Lease.

C. Notice: Lessee agrees to immediately notify Lessor when Hazardous Substances have been released on the Premises, upon becoming aware of the same.

D. Indemnity:

(1) Lessee agrees to indemnify, defend, and hold harmless Lessor and its Special Districts, elected and appointed officers, agents and employees, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which is caused by Lessee.

(2) Lessor agrees to indemnify, defend and hold harmless Lessee, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises, which occurred prior to the beginning of the Primary Term of this Lease or which occurs thereafter and is caused by Lessor.

(3) The indemnity provided by this Section 18 shall survive the termination of this Lease.

E. Default: Lessee's failure to comply with the provisions of this Section 18 may, in Lessor's sole discretion, be deemed a default of this Lease and entitle Lessor to terminate this Lease immediately.

19. ADMINISTRATION: The Director of County's Department of Health Services or his authorized designee shall have the authority to administer this Lease on behalf of County.

20. COUNTY'S LOBBYISTS: Lessee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessee or any County lobbyist or County lobbying firm retained by Lessee to fully comply with County's Lobbyist Ordinance shall constitute

a material breach of this Lease upon which County may immediately terminate or suspend this Lease.

21. NOTICES: Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope with postage prepaid, registered mail, return receipt requested, with the United States Postal Service. Addresses and persons to be notified may be changed by providing at least ten days' written notice to the other party except that Lessee shall at all times maintain a mailing address in California.

A. Notices to Lessee shall be addressed as follows:

Los Angeles Biomedical Research Institute at
Harbor-UCLA Medical Center
1124 Carson Street
Torrance, CA 90502

Attn: Kenneth P. Trevett, President and CEO

B. Notices to Lessor shall be addressed as follows:

(1) Chief Administrative Officer
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

Attn: Director of Real Estate

(2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor
Los Angeles, California 90012

Attn: Division Chief

(3) Harbor-UCLA Medical Center
1000 Carson Street
Torrance, CA 90509

Attn: Administrator

22. GENERAL PROVISIONS:

A. Waiver: The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant,

or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

B. Marginal Headings: The Section titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

C. Time: Time is of the essence for this Lease and each and all of its provisions in which performance is a factor.

D. Recordation: Either party may record this Lease at any time without the prior written consent of the other party.

E. Binding on Successors: Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessee, and whatever the context permits or requires, the successors in interest to the Lessor.

F. Prior Agreements: The Lease, agreements incorporated by reference and attachments hereto contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Unavoidable Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, Governmental restrictions or regulations or controls, casualties not contemplated by insurance provisions of this Lease, or other cause beyond the reasonable control of the party obligated to perform.

H. Separability: Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law: This Lease shall be governed by the internal laws

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Lease to be subscribed by its Chair and Lessee has caused this Lease to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:

SACHI A. HAMAI
Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

**LOS ANGELES BIOMEDICAL
RESEARCH INSTITUTE AT HARBOR-
UCLA MEDICAL CENTER, a
California Corporation**

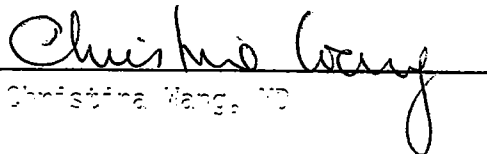
By: 
Deputy

By: 

Kenneth P. Trevett, J.D.

Printed Name

Title President and CEO

By: 
Christina Wang, MD

Christina Wang, MD

Printed Name

Title Secretary

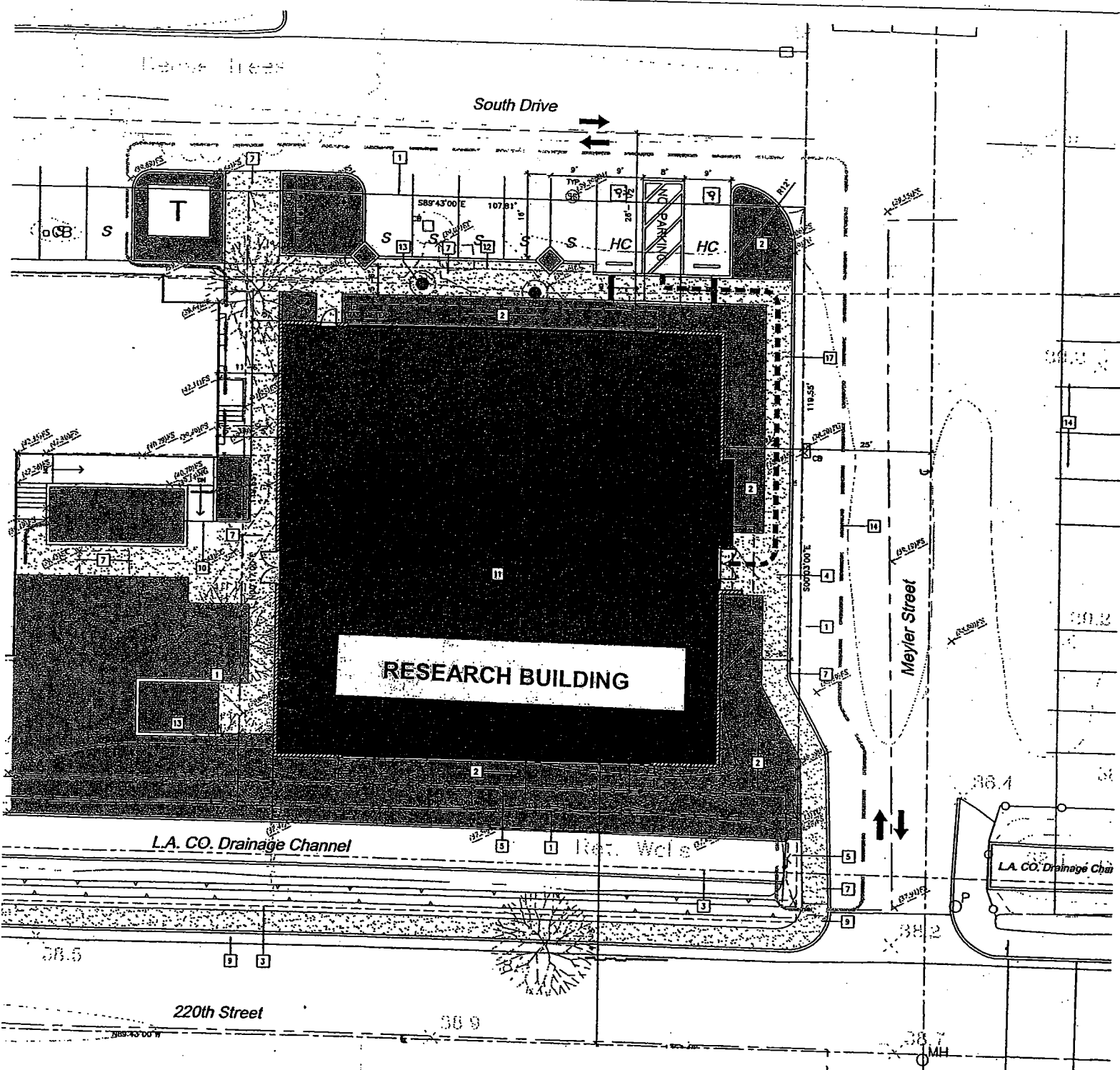
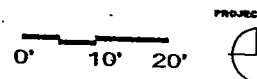


EXHIBIT A



UTILITY POLES TO BE REMOVED - UNDERGROUND EXISTING

NEW WORK

- PROPOSED LEASE LINE, SEE CIVIL DRAWINGS
- ■ ■ ■ ■ DENOTES DISABLE ACCESSIBLE PATH OF TRAVEL 1:20 MAX. 2% SLOPE, CROSS SLOPE, SEE CIVIL DRWG.
- S STANDARD PARKING STALL
- HC HANDICAP PARKING
- ~ EXISTING CONTOUR LINES

HARBOR-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509

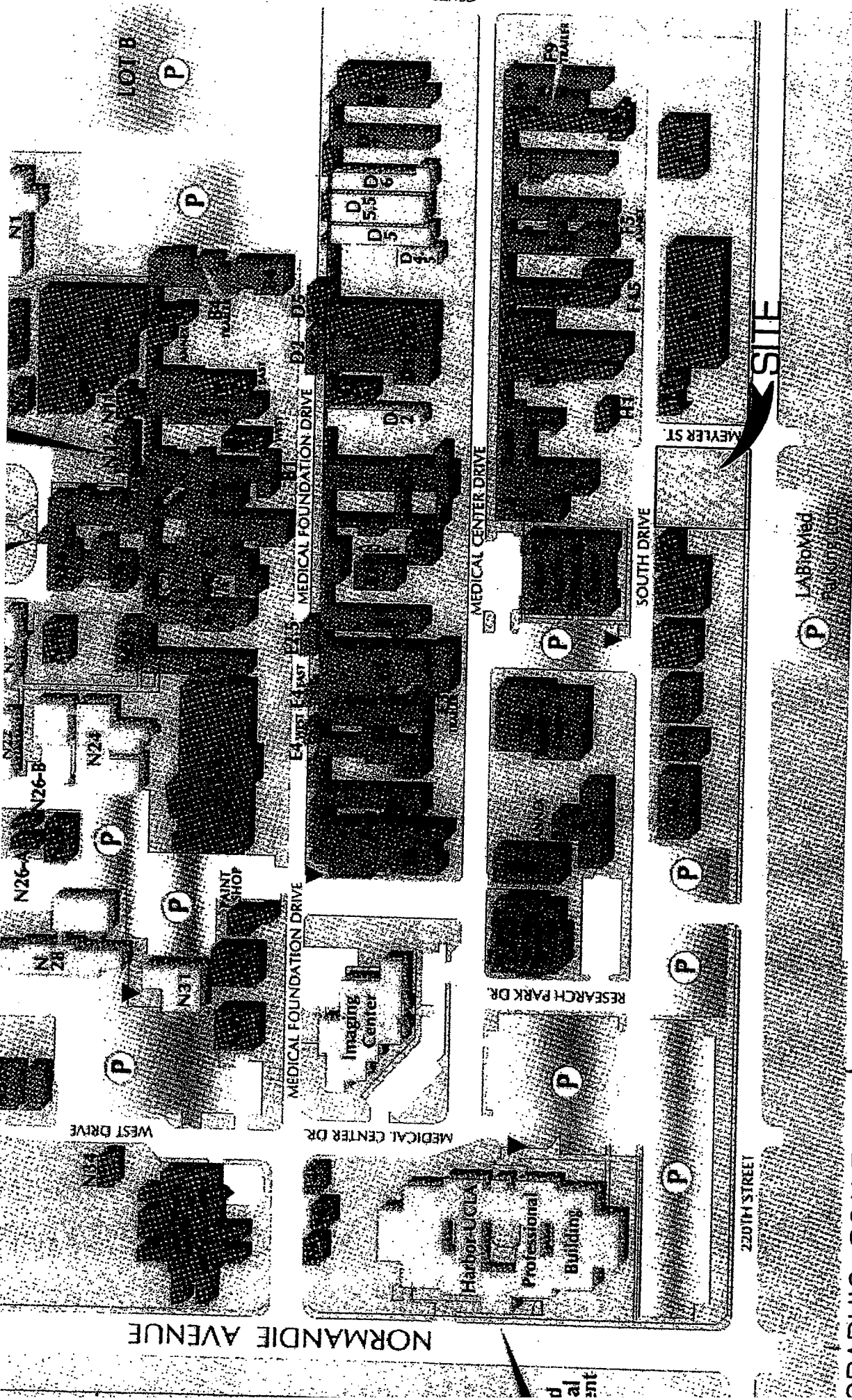
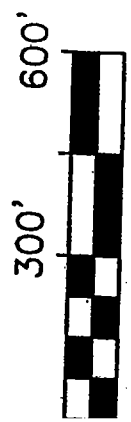


EXHIBIT B

GRAPHIC SCALE



SCALE: 1" = 300'

SHOWING THE SITE AND A PORTION OF THE HARBOR-UCLA MEDICAL CENTER CAMPUS

LEGAL DESCRIPTION
L.A. BIO MED CENTER
BUILDING L-1 LEASE AREA

THAT PORTION OF LOTS 13, TRACT NO. 3239, IN THE UNINCORPORATED TERRITORY THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 37, PAGES 27 AND 28, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NORMANDIE AVENUE, 66.00 FEET WIDE, AS SHOWN ON SAID MAP, WITH THE CENTERLINE OF 220TH STREET, FORMERLY AMELIA STREET, 50.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE SOUTH 89° 43' 00" EAST ALONG SAID LAST MENTIONED CENTERLINE 1328.46 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF MEYLER STREET, NOW VACATED, (PRIVATE USE ONLY) 50.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE NORTH 00° 03' 00" WEST, ALONG SAID PROLONGATION AND SAID WESTERLY LINE, 50.00 FEET TO A POINT ON A LINE PARALLEL WITH AND NORTHERLY 4.70 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THAT CERTAIN EASEMENT, GRANTED TO THE COUNTY OF LOS ANGELES FLOOD CONTROL DISTRICT FOR STORM DRAIN PURPOSES, PER INSTRUMENT 85-1498464, RECORDED ON DECEMBER 19, 1985, IN OFFICIAL RECORDS, OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 43' 00" WEST, ALONG SAID PARALLEL LINE, 108.48 FEET; THENCE NORTH 00° 17' 00" EAST, A DISTANCE OF 114.85 FEET; THENCE SOUTH 89° 43' 00" EAST, A DISTANCE OF 107.81 FEET TO SAID WESTERLY LINE OF MEYLER STREET; THENCE, ALONG SAID WESTERLY LINE, SOUTH 00° 03' 00" EAST, A DISTANCE OF 114.85 FEET TO THE TRUE POINT OF BEGINNING.

A SKETCH OF SAID PORTION IS ATTACHED HERETO AND MADE A PART HEREOF.

LAND AREA = 12,420 SQ. FT. (0.28 ACRES)

END OF DESCRIPTION



Thomas M. Bosserman
9/22/06

EXHIBIT C



**LUSHTRON
& ASSOCIATES
ARCHITECTS**
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: (310) 276-1111
Fax: (310) 276-1112
www.lushtron.com



**LA BIOMEDICAL
RESEARCH INSTITUTE**
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210

**HANLEY
HARRISON
RESEARCH CENTER**
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210

- ELEVATION KEYNOTES**
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN METERS.
 - 2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.
 - 3. MATERIALS ARE TO BE SELECTED BY THE ARCHITECT.
 - 4. FINISHES ARE TO BE SELECTED BY THE ARCHITECT.
 - 5. FINISHES ARE TO BE SELECTED BY THE ARCHITECT.
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LEGEND

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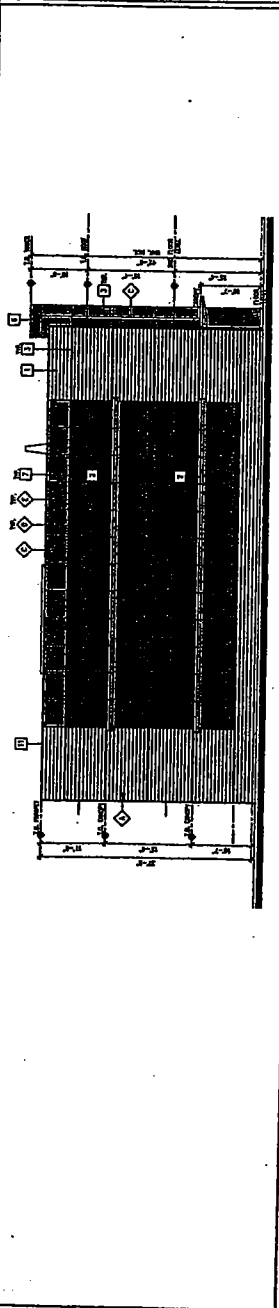
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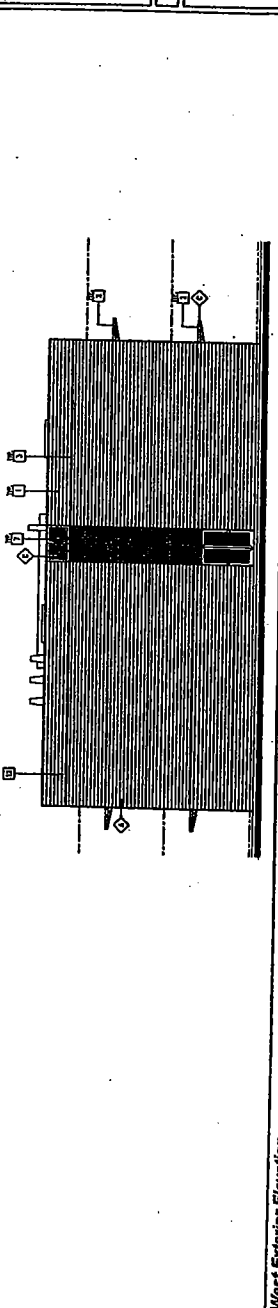
**EXHIBIT D
DEVELOPMENT PLAN**

**EXTERIOR
ELEVATIONS**

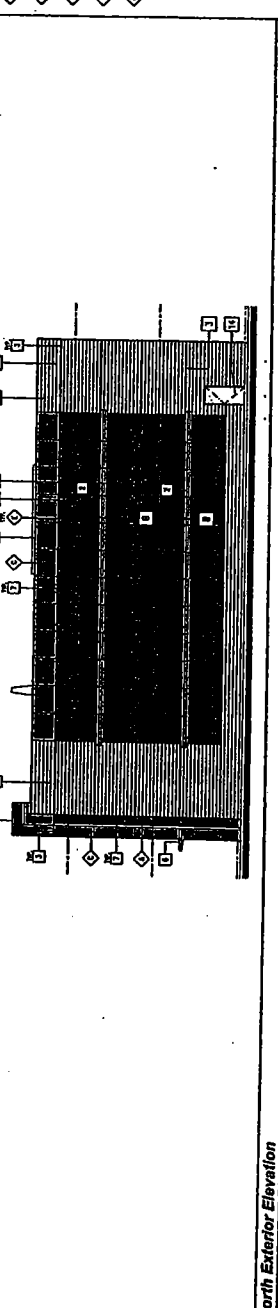
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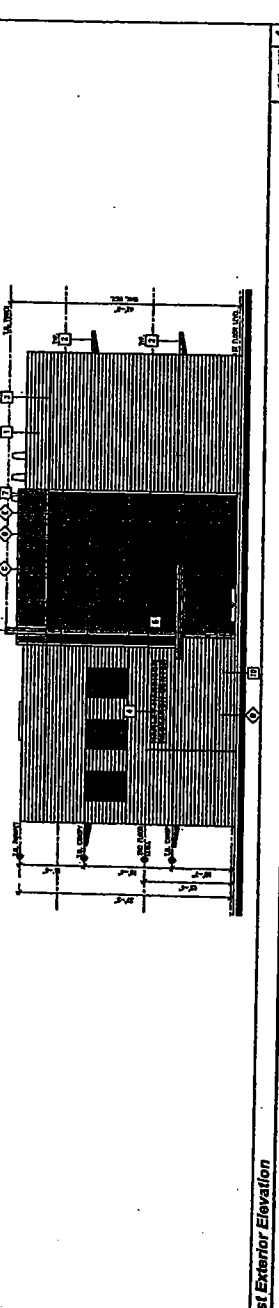
South Exterior Elevation



West Exterior Elevation



North Exterior Elevation



East Exterior Elevation



**HANLEY-
HARDISON
RESEARCH CENTER**

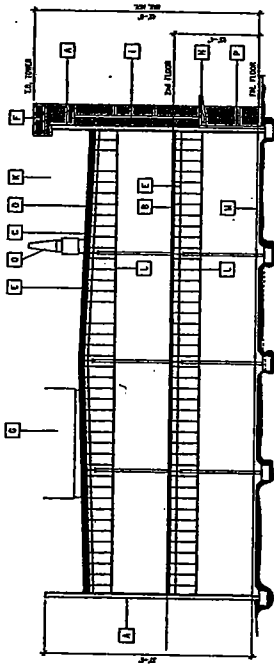
RESEARCH DESIGN

BUILDING SECTIONS

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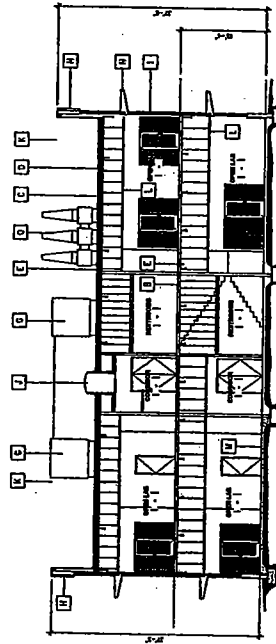
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Building Section

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Building Section

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**HANLEY.
HARDISON
RESEARCH CENTER**

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11-11-11

L.A.A.G. 0010 .
 Street Name At Station

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OVERALL

SITE PLAN

1

A1.0

1

OVERALL SITE PLAN	1"=30'	1
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**LA Biomed Research Laboratory H-H Building
Pathology Analysis**

Market Analysis Based on Current Prices w/o New Market Equities

A	Total Current Payoff to Company Before Tax Impact	2,411,816
B	Number of Shares Issued and Sold	1,124,125

[illegible][illegible]

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MARKING ANALYSIS



LUNDFORM
& ASSOCIATES
ARCHITECTS
1010 N. GARDEN ST.
SUITE 200
TAMPA, FL 33606
TEL: 813-241-1111
WWW.LUNDFORM.COM



LA BIOMEDICAL
RESEARCH INSTITUTE

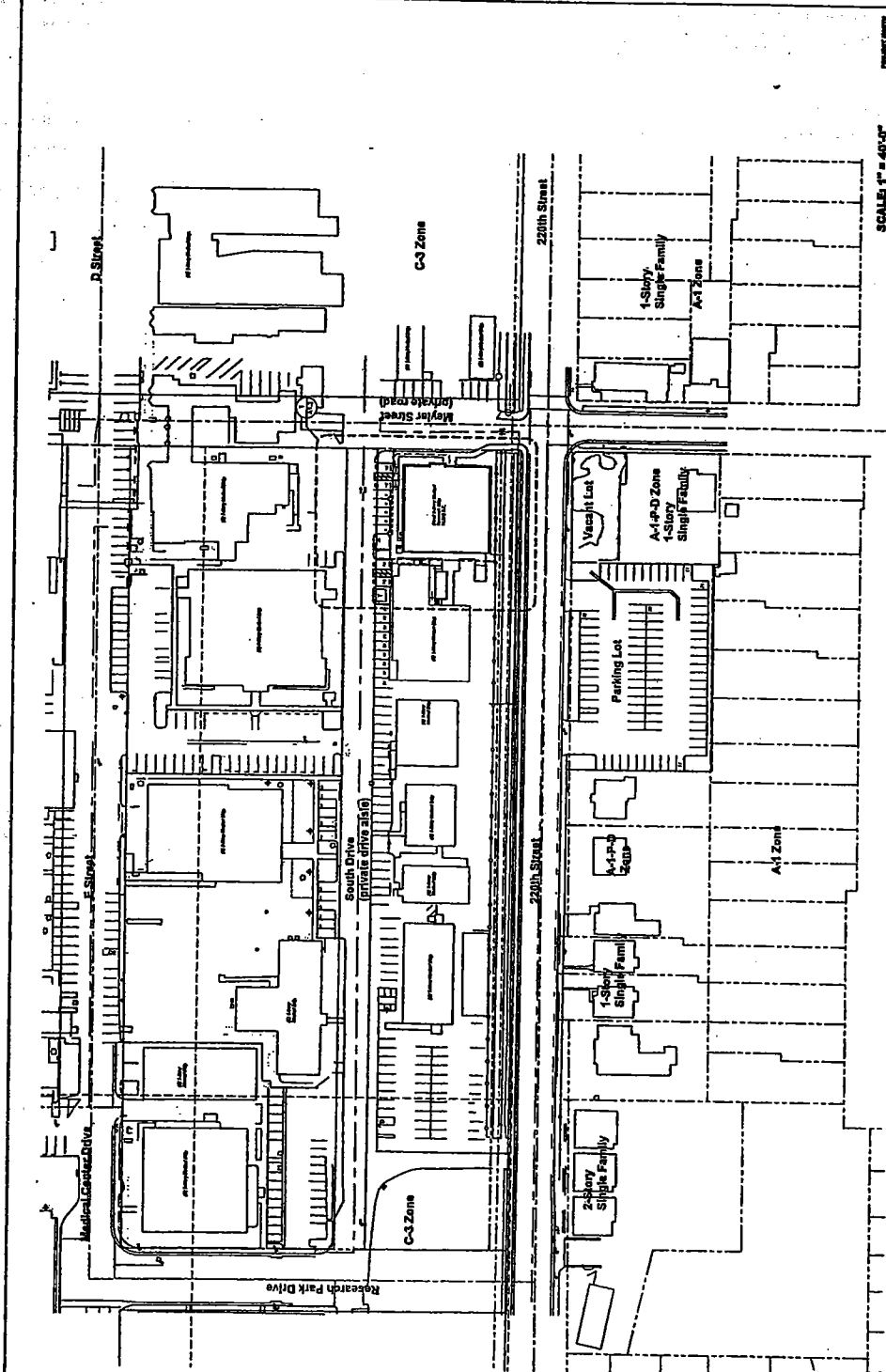
HANLEY,
HARDISON
RESEARCH CENTER

Project:
LA BIOMEDICAL
RESEARCH INSTITUTE

DATE: 08/01/01
DRAWN BY: JH
CHECKED BY: JH

SITE
PLAN

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SCALE: 1" = 40'-0"

0' 40' 80' 120'

SITE PLAN		LEGAL DESCRIPTION	
GENERAL NOTES	PROJECT DATA	LEGISLATION	
		LEGISLATION	
GENERAL NOTES	PROJECT DATA	LEGISLATION	
		LEGISLATION	



UNIVERSITY
OF CALIFORNIA
ARCHITECTS
300 PAVILION DRIVE
LOS ANGELES, CALIF. 90024
PHONE (213) 825-1234
FAX (213) 825-1234



LA MONUMENTAL
RESEARCH INSTITUTE
1000 UNIVERSITY AVENUE
LOS ANGELES, CALIF. 90024

HAULY, INC.
MANUSION
RESEARCH CENTER
1000 UNIVERSITY AVENUE
LOS ANGELES, CALIF. 90024

NO.	DATE	DESCRIPTION
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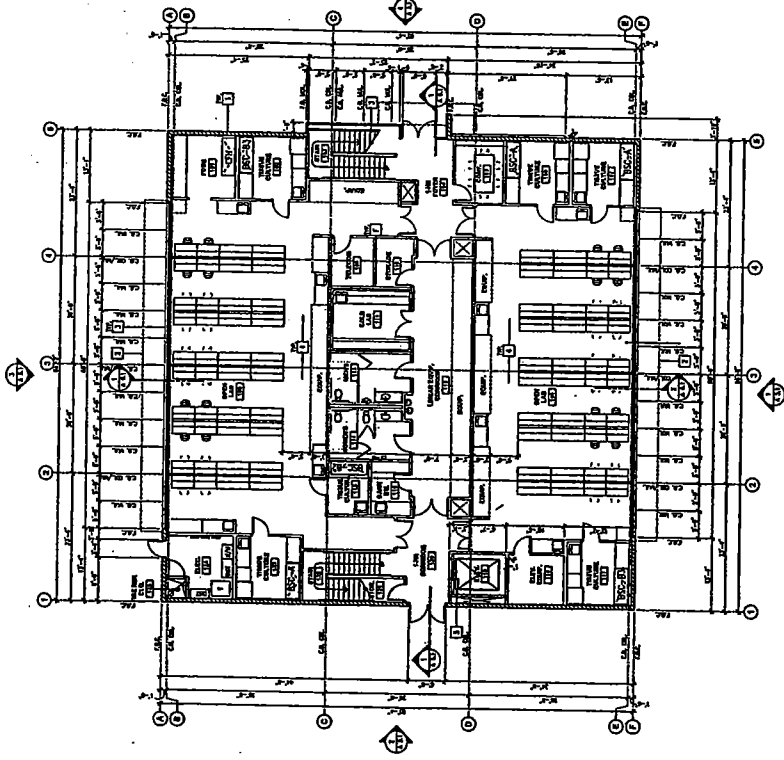
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PLAN

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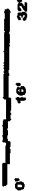
KEYNOTES

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- 55. EXISTING GATES
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- 58. NEW SIGNAGE
- 59. EXISTING LIGHTING
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- 62. NEW SECURITY SYSTEMS
- 63. EXISTING FIRE ALARMS
- 64. NEW FIRE ALARMS
- 65. EXISTING SMOKE DETECTORS
- 66. NEW SMOKE DETECTORS
- 67. EXISTING SPRINKLER SYSTEMS
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BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



SCALE: 1/8"=1'-0"



1ST FLOOR PLAN

Sheet 1



LUNSTADT
& ASSOCIATES
ARCHITECTS
1000 AVENUE OF THE STARS
SUITE 1000
FALLS CHURCH, VA 22044
TEL: 703/441-1100
FAX: 703/441-1101



LA BIOMEDICAL
RESEARCH INSTITUTE
NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY
GAITHERSBURG, MD 20899

HANLEY,
HARDISON
RESEARCH CENTER

Architects:
LUNSTADT & ASSOCIATES

DATE: 10/1/94
DRAWN BY: JH
CHECKED BY: JH

2ND FLOOR
PLAN

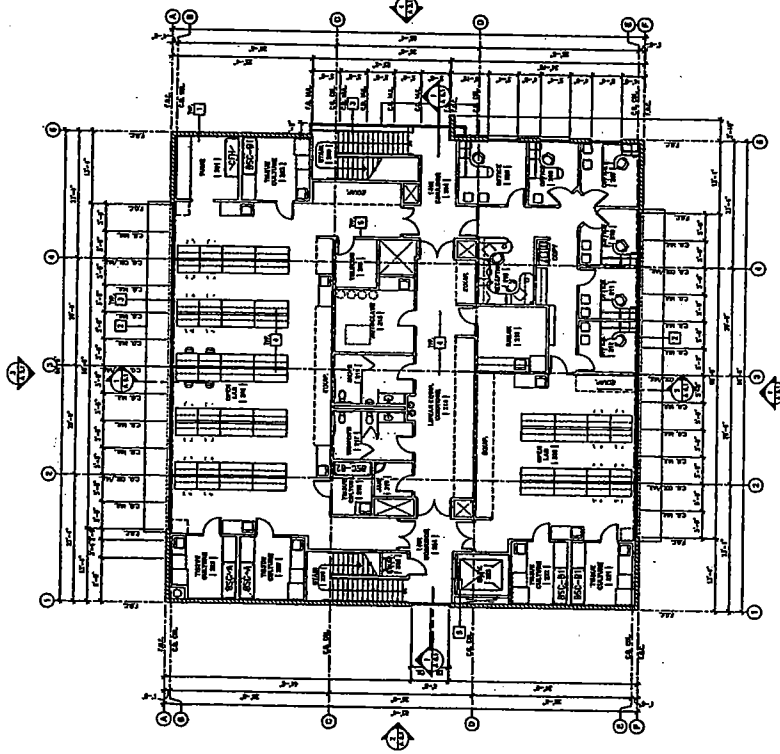
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7 OF 9

KEYNOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODE OF THE DISTRICT OF COLUMBIA AND THE NATIONAL BUILDING CODE.

DATE: 10/1/94
DRAWN BY: JH
CHECKED BY: JH

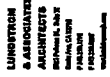


SCALE: 1/8"=1'-0"

16' 32'



2ND FLOOR PLAN



**HANLEY.
HARDISON
RESEARCH CENTER**

Project Address
 28 CLARKSON ROAD, NEWTON, MASSACHUSETTS
 02459-1000, U.S.A.

[illegible]

U.S.R.	1979
West Bank	15,500,000
East	14
Overseas	14

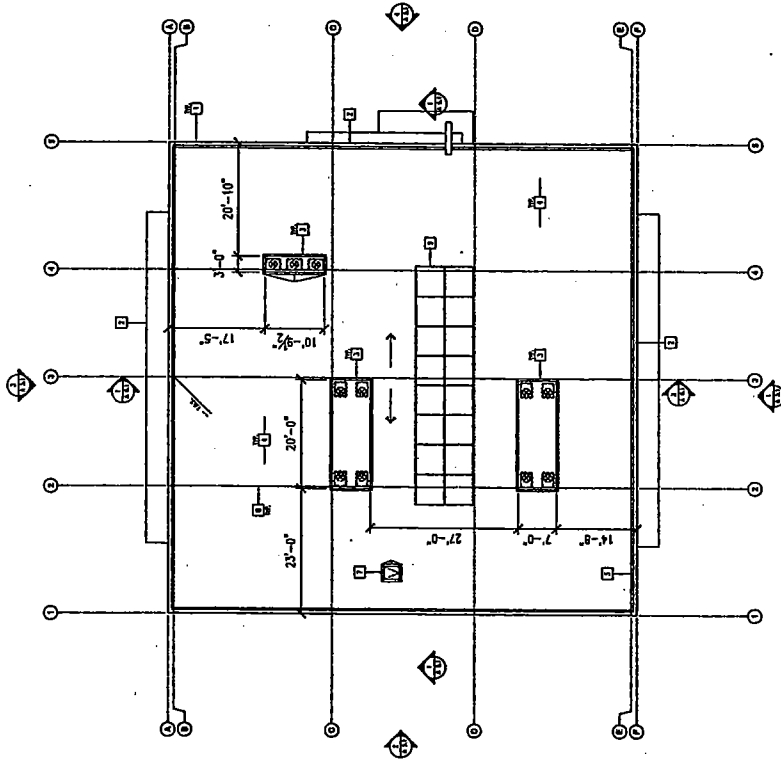
**ROOF
PLAN**

A3.1

6FO 8

KEYNOTES

17 JAMES 17
 18 NOTIN BYND AND TWIN 18
 19 ANDRE KOOBY / 75 SOUTH 2000 19
 20 BRYAN AND LINDA 20
 21 KENNEDY JAMES 21
 22 RECORDING 6666 22ND 22
 23 1401 "CHOCOLATE" 23
 24 ADRIAN CHOCOLATE 24
 25 THE 6666 ANDRE 25

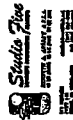
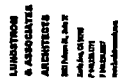


SCALE: 1/8"=1'-0"



1	1
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ROOF PLAN



**HAWLEY-
HARDISON
RESEARCH CENTER**

Product
Address
AT (R)ANGLIA WINDMILL, (C)1991
1-800-999-9999

NAME	0130
Street Address	AP 0100000
City	ALICE
State	1044

**PRELIMINARY
LANDSCAPE
PLAN**

3

• TREES: 24" BOX AND 15 GALLON SIZE



FLAMING ACELOFA / LONDON PLANE TREE
 CLEISTHA THYACANTHOS / HONEY LOCUST
 PLUNUS CECROBATA / PURPLE PLUM
 EXOZETHELA MURRAYA / CHINESE PLANE TREE
 PHOENIX CANABENSIS / CANARY ISLAND DATE PALM
 EXOSTYCHUS /
 PALE PRIMA / FLAMING STONE PINE

- **SHRUBS:** 1 AND 5 GALLON SIZE
SMALL TO LARGE SIZED SHRUBS

- [illegible]

• GROUND COVERS: 4" POTS AND FLATS

- | | | | | | | | |
|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

LANDSCAPE NOTES

- IRRIGATION SYSTEM:

All printed notes shall be ligatured according to sheet type guidelines and mechanical impression and shall contain no other matter appearing as required by A4.23.5. Ligatures shall be used by means of an automatically controlled ligature coating system with a web tension. The system shall be capable of repeat cycles in order to apply water; it is a rule that the jet can stand the applied ligature tension. A master control valve will be provided to prevent any running when valves malfunction. Domestic water will be provided by means of a reduced pressure type backflow preventer.

- **LANDSCAPE CONCEPT:**

To provide visual continuity of landscape design with existing commercial and industrial development, the landscape will complement the architecture wherever possible. The urban wall connecting various urban walls, trees, shrubs and hedges. Right clearance for overhead utility pole lines across the design are observed and accounted for in the design.

Plant materials are selected for temperature, landscape and low water use requirements. "Turf" grass lawn will be held to a minimum use. A layer of mulch will be installed to reduce water consumption because landscape mulch.



Preliminary Landscape Plan
Scale: 1" = 10'

